

FORM 10-K  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

[X] Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended 12-31-99 or  
[ ] Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-6605  
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EQUIFAX INC.  
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(Exact name of Registrant as specified in its Charter)

<TABLE>  
<CAPTION>  
<S>

GEORGIA	<C> 58-0401110
----- (State or other jurisdiction of incorporation or organization)	----- (I.R.S. Employer Identification No.)
1550 Peachtree St., N.W., Atlanta, GA	30309
----- (Address of principal executive offices)	----- (Zip Code)
(Registrant's telephone number, including area code)	(404) 885-8000
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</TABLE>

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock (\$1.25 Par Value)	New York Stock Exchange
-----	-----

Securities registered pursuant to Section 12(g) of the Act:

None  
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(Title of class)

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS), AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS. YES [X] NO [ ]

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K (SECTION 229.405 OF THIS CHAPTER) IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K. [X]

AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT, COMPUTED BY REFERENCE TO THE CLOSING SALES PRICE ON THE NEW YORK STOCK EXCHANGE ON FEBRUARY 25, 2000: \$2,809,657,446.

INDICATE THE NUMBER OF SHARES OUTSTANDING OF EACH OF THE REGISTRANT'S CLASSES OF COMMON STOCK, AS OF THE LATEST PRACTICABLE DATE.

Class	Outstanding at February 25, 2000
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COMMON STOCK, \$1.25 PAR VALUE	141,050,489
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DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON APRIL 27, 2000, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10, 11, 12, 13 AND 14, INTO PARTS III AND IV OF THIS FORM 10-K.

THE ANNUAL REPORT TO SECURITY HOLDERS FOR THE FISCAL YEAR ENDED DECEMBER 31, 1999 IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 3, 6, 7, 8 AND 14, INTO PARTS I, II AND IV.

PART I

ITEM 1. BUSINESS

- - - - -  
Equifax is a leader in shaping global commerce by bringing buyers and sellers together through information, transaction processing and knowledge-based businesses. Global operations include consumer and commercial credit information services, credit card processing, check guarantee and authorization, software, modeling, database management, analytics, consulting and direct to consumer services.

The Company was founded as a credit reporting agency under the name "Retail Credit Company" in Atlanta, Georgia, in 1899. Over the next several years, the Company established itself in the area of investigation of applicants for insurance. The business grew, and by 1920, the Company had numerous branch offices throughout the United States and Canada. Since that time, the Company has continued to expand on its domestic and international basis and diversify by means of internal development and strategic acquisitions. In late 1975, the Company changed its name from "Retail Credit Company" to "Equifax Inc." In mid-1997, the Company divested its insurance services operations which was accomplished through the spinoff of a subsidiary company to shareholders.

Equifax Inc. is a holding company which conducts its business operations through subsidiary companies. The Company's business areas are divided into separate groups and are conducted on a "profit center" basis with self-contained functional integrity, although Equifax Inc. supplies centralized overall financial, legal, communications, media relations, tax and similar services. The specific products and services presently offered by the Company are described below under the respective Company segment headings.

In May 1999, at the Annual Shareholders' Meeting, the Company announced the election of Thomas F. Chapman as Chairman of the Board, in addition to his position of Chief Executive Officer.

In June 1999, the Company announced the election of Lee A. Kennedy as President and Chief Operating Officer.

In June 1999, the Company commenced its card processing operations in the United Kingdom in partnership with Groupe Cofinoga and Banque Nationale de Paris.

In July 1999, the Company entered into an agreement with EDS for the outsourcing of its Payment Services data processing operations. EDS will manage the data center for Equifax's 6,000 financial institution clients and 100,000 merchants.

In August 1999, the Company entered into a ten year agreement with Price WaterhouseCoopers for the outsourcing of certain human resources, financial, compensation and benefits administrative functions.

During 1999, the Company also acquired fourteen U.S. consumer reporting affiliates and three in Canada.

In January 2000, the Company acquired Procard, the second largest credit card processor in Chile.

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In February 2000, the Company announced its plans to acquire the Consumer Information Solutions Group of R. L. Polk and Company for approximately \$260 million in cash. This Group provides consumer marketing information services to a wide range of industries. The transaction is expected to close April 30, 2000.

Since January 1993, the Company has had an open market share repurchase program. During 1999, the Company repurchased 6,944,000 shares at a cost of \$210.2 million.

Reference is made to acquisitions and investments in unconsolidated affiliates reported in Note 3 and industry segment information reported in Note 11 of the Notes to Consolidated Financial Statements, included as Exhibit 13.3 in Part IV, Item 14 of this report, which are incorporated by reference.

A description of the Company's products or services by segment follows:

North American Information Services Segment  
- - - - -

This segment includes Equifax Credit Information Services, Inc.; Credit Northwest Corporation; Equifax-Rochester, Inc.; Acrofax Inc.; Equifax Consumer Services, Inc.; Equifax Secure, Inc.; Equifax Knowledge Engineering, Inc.; Equifax Canada Inc.; and Equifax Canada (AFX) Inc.

The Company's principal classes of service for this segment are informational services for consumer credit reporting purposes and risk management services. Customers include banks, financial institutions, retailers, credit card issuers, utilities and telecommunications companies, transportation companies, mortgage lenders, healthcare administration companies, consumers and government. Informational services for consumer and commercial credit reporting purposes in

the U.S. and Canada accounted for 35% of the Company's 1999 total revenue, as compared with 37% in 1998 and 40% in 1997. Risk management services in the U.S. and Canada accounted for 8% of the Company's 1999 total revenue, as compared with 9% in 1998 and 10% in 1997.

Businesses in this segment primarily furnish consumer credit reporting information and decision support and credit management services designed to meet specific customer needs. These services include consumer credit reporting information, credit marketing services, risk management, account acquisition services, notification services, locate services, fraud detection and prevention services, mortgage information and collections outsourcing. In Canada, these services also include commercial credit information. Distribution of information to customers is made primarily through electronic data interfaces. Additionally, emerging businesses in this segment include custom analytics and database solutions for customer relationship management and, also, a variety of e-commerce solutions including online identity verification services and digital certificate products.

In the U.S., the Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two other automated credit reporting companies -- Experian Corporation and Trans Union Corporation. Equifax Canada Inc. is the leading provider of both consumer and commercial credit information in Canada.

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#### Payment Services Segment

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This segment includes Equifax Payment Services, Inc.; Equifax Check Services, Inc.; Equifax Card Services, Inc.; Equifax Card Services (Madison), Inc.; Credit Union Card Services, Inc.; Light Signatures, Inc.; Financial Insurance Marketing Group, Inc.; First Bankcard Systems, Inc.; Equifax Mauritius Private Limited; Equifax Card Solutions, S.A.; Equifax E-Banking Solutions, Inc.; Equifax Ltd.; Equifax Australia plc.; Equifax Card Solutions Limited; Equifax Pty Ltd.; Equifax SNC; Equifax Venture Infotek Ltd. (50%); Telecredit Canada, Inc.; Transax Plc; Transax France plc.; Partech S.A. (51%); Unnisa Solucoes en Meios de Pagamento Ltda. (59%); and Transax (Ireland) Ltd.

The Company's principal classes of service for this segment are Card Solutions and Check Solutions. Card Solutions provides a broad range of products and services supporting every phase of the card payment industry, including credit and debit card transaction processing, card processing software, portfolio management services, portfolio analysis, cardholder customer service, marketing services, risk management services and merchant processing. In 1999, Card Solutions had operations in the U.S., U.K. and Brazil, and a joint venture in India and, in January 2000 purchased Procard in Chile. Card Solutions customers include banks, credit unions and savings institutions in the U.S. and leading credit card issuers outside the U.S. Card software product customers are diverse and include some of the world's largest financial institutions. This class of service accounted for 25% of the Company's 1999 total operating revenue, as compared with 22% in 1998 and 21% in 1997. Check Solutions in the U.S. supports customers with check risk management solutions, including check guarantee and authorization services, data file exchanges, risk management consulting, check collections, and database marketing and fraud identification. Check Solutions now includes international operations in the U.K., Canada, Ireland, France, New Zealand and Australia. Check Solutions customers include national and regional retail chains, online brokerages, hotels, automotive dealers, grocers and other retailers. Check Solutions accounted for 13% of the Company's 1999 total operating revenue, as compared with 13% in 1998 and 14% in 1997.

Companies in this segment are leading providers of their products and services in the United States, although competition is considerable. In Brazil, Unnisa is the largest third party processor.

Business in this segment is somewhat seasonal to some extent. The volume of check and credit and debit card processing is highest during the holiday shopping season and during other periods of increased consumer spending.

#### Equifax Europe Segment

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This segment includes Equifax Plc; UAPT-Infolink plc; The Infocheck Group Ltd.; Credit Consultants International Ltd.; Credit Link (U.K.) Ltd.; Dicodi, S.A.; Equifax Decision Systems B.V.; Informatica Tecnica Del Credito, S.L. (Incesa); Infolink Ltd.; Messagegram Ltd.; Ultimate Business Services plc.; Ultimate Media Concepts Ltd.; Via Ejectiva, S.A.; VIV Limited; Credinformacoes, Informacoes de Credito, LDA; Precision Marketing Information Ltd. (49% owned); and The Equifax Database Company Ltd. Also included in this segment are CCI Group plc., CCI Trace and Investigation Services Ltd., The Database

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Company Ltd., Equifax Iberica, S.A. and ASNEF-Equifax Servicios de Informacion Sobre Solvencia y Credito, S.L. (95% owned).

The Company's principal class of service is providing consumer and commercial information and consumer marketing lists in the United Kingdom, Spain and Portugal.

The businesses in this segment primarily provide consumer and commercial credit services, but also provide other financial services, including credit application processing, credit scoring, auto lien and other information, marketing services, modeling and analytics, and risk management services.

Customers include banks, financial institutions, retailers, automobile manufacturers, utilities and telecommunications companies, auto finance and leasing firms, automobile dealers and rental companies and mortgage lenders. Throughout the United Kingdom, Spain and Portugal, Equifax also supports small and medium-size businesses operating in a variety of diverse markets.

Equifax Europe has operations in the United Kingdom, Spain, Portugal and Ireland.

#### Latin America Segment

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This segment includes Equifax South America, Inc.; Equifax de Chile, S.A.; Equifax de Mexico Sociedad de Informacion Crediticia, S.A.; DICOM S.A.; Organizacion Veraz S.A. (66 2/3%); Equifax do Brasil, Ltda., which owns 80% of the stock of Seguranca ao Credito e Informacoes (SCI); Equifax Peru Srl.; Infocorp S.A. (51%); and Dicom CentroAmerica (51%).

The principal class of service for this segment is consumer and commercial credit information services. In addition to credit information, DICOM provides import/export data, legal trademark, stock market and other consumer information. Customers include retailers, banks, financial institutions, utilities, telecommunications companies, manufacturers and individual consumers.

SCI is a leading commercial credit information provider in Brazil, and also provides consumer credit information, while DICOM and Veraz are the leading providers of consumer and commercial credit information in Chile and Argentina respectively. Equifax Latin America also has operations in Peru and El Salvador.

#### Other Segment

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This segment includes High Integrity Systems, Inc.

The Company's single class of service for this segment was lottery services. In 1996, the Company subcontracted many of its lottery obligations to GTECH Corporation, and as a result, these operations are not material to a general understanding of the Company's business. Other than this subcontract, which extends until mid 2002, the Company is no longer in the lottery business.

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The principal methods of competition for the Company are price, scope, speed, ease of use, and quality of the information and services provided.

None of the Company's segments is dependent on any single customer, and the Company's largest customer provides less than 10% of the Company's total revenues.

The Company had approximately 12,700 employees as of December 31, 1999.

#### ITEM 2. PROPERTIES

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The Company is in a service industry and does not own any mines, extractive properties or manufacturing plants. Consequently, an understanding of the Company's property holdings is not deemed to be material to an understanding of the Company's business taken as a whole.

The Company owns a total of three office buildings, one of which is located in Wexford, Ireland; one in Salisbury, England; and one in Santiago, Chile. The Company owns approximately 23.5 acres in Windward Office Park located in Alpharetta, Georgia adjacent to office space currently under lease by the Company.

The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 261 leases and

other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space.

ITEM 3. LEGAL PROCEEDINGS  
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Reference is made to Note 9 of the Notes to Consolidated Financial Statements, included in Part IV, Item 14 of this report, which is incorporated by reference.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS  
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No matters were submitted during the fourth quarter to a vote of security holders.

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EXECUTIVE OFFICERS OF THE REGISTRANT  
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The Company's executive officers, as of March 17, 2000, are listed below, with certain information relating to each of them:

<TABLE>  
 <CAPTION>

Officer	Name and Position With Company	Age	
Since	-----	---	--
---		---	---
<S>		<C>	
<C>			
Thomas F. Chapman, Chairman and Chief Executive Officer*		56	
1991			
Lee A. Kennedy, President and Chief Operating Officer*		49	
1997			
William V. Catucci, Executive Vice President & Group Executive -		61	
1999			
North American Information Services			
C. Richard Crutchfield, Executive Vice President & Group Executive -		52	
1997			
Europe			
Philip J. Mazzilli, Executive Vice President & Chief Financial Officer		59	February
2000			
William R. Phinney, Executive Vice President & Group Executive -		61	
1997			
Latin America			
Larry J. Towe, Executive Vice President & Group Executive -		52	
1999			
Payment Services			
John T. Chandler, Corporate Vice President & Chief Administrative		52	
1995			
Officer			
Karen H. Gaston, Corporate Vice President, Human Resources		47	
1998			
& Community Relations			
Bruce S. Richards, Corporate Vice President & General Counsel		45	
1996			
Michael T. Vollkommer, Corporate Vice President & Controller		41	
1999			
Marietta Edmunds Zakas, Corporate Vice President,		41	
1995			
Corporate Secretary and Director of Investor Relations			
Michael G. Schirk, Vice President & Treasurer		50	
1999			

\*Also serves as a Director  
 </TABLE>

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There are no family relationships among the officers of the Company, nor are there any arrangements or understandings between any of the officers and any other persons pursuant to which they were selected as officers. The Board of Directors may elect an officer or officers at any meeting of the Board. Each elected officer is selected to serve until their successors have been elected and duly qualified subject to earlier termination in accordance with the By-laws. Election of officers occurs each year at the Board of Directors meeting held in conjunction with the Annual Meeting of the Shareholders.

Mr. Chapman, elected in May 1999, serves as Chairman and Chief Executive Officer of the Company. Prior to this election, Mr. Chapman served as President and Chief Executive Officer of the Company since January 1998. Previously, he served as president and Chief Operating Officer of the Company. Before that, he was Executive Vice President and Group Executive of the Company's former Financial Services Group. He has served as an officer of the Company for at least five years.

Mr. Kennedy, elected in June 1999, serves as President and Chief Operating Officer. Prior to this election, Mr. Kennedy served as Executive Vice President and Group Executive - Payment Services since 1997. Before that, he served as Group Executive of the Company's Payment Services Group since 1995. From 1990 to 1995, he served as Senior Vice President and General Manager of the Company's Card Services Division.

Mr. Catucci, elected in October 1999, serves as Executive Vice President and Group Executive - North American Information Services. Prior to joining the Company, Mr. Catucci served as President and Chief Executive Officer of Unitel/AT&T Canada Long Distance Services from 1996 to 1999 and as a Vice President of AT&T for more than five years.

Mr. Crutchfield, elected in October 1997, serves as Executive Vice President and Group Executive - Europe. He also served as Chief Technology Officer of the Company from October 1997 through March 2000. Mr. Crutchfield served as Senior Vice President and Chief Information Officer since April 1997. Previously, he served as Chief Technology Officer for the Company's Financial Services Group for more than five years.

Mr. Mazzilli, elected February 2000, serves as Executive Vice President and Chief Financial Officer. Prior to his election he served as Executive Vice President and Chief Financial Officer of Nova Corporation which provides transaction processing and related software application products to small merchants. From 1992 through June 1999, he served as Corporate Vice President, Treasurer and Controller of Equifax.

Mr. Phinney, elected October 1997, serves as Executive Vice President and Group Executive - Latin America. Prior to this election, Mr. Phinney served as Vice President and Area Manager, Latin America, since 1994. Before that, he served as Vice President of Finance and Planning for the Insurance Services Group since 1991.

Mr. Towe, elected July 1999, serves as Executive Vice President and Group Executive - Payment Services. Prior to his election Mr. Towe served as Senior Vice President and General Manager, Equifax Card Solutions, International since May 1997. Before that, since May 1996, he served as President, FBS Software which the Company acquired in July 1994. Before that he was Executive Vice President and head of sales and marketing of FBS Software.

Mr. Chandler, elected in October 1995, serves as Corporate Vice President and Chief Administrative Officer of the Company. Prior to this election, Mr. Chandler served as Vice President-Compensation and Benefits Administration upon joining the Company in 1991.

Ms. Gaston, elected April 1998, serves as Corporate Vice President, Human Resources and Community Relations for the Company. Prior to this election, Ms. Gaston served as Senior Vice President of Human

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Resources Services, Communications and Administration since September 1995 for the Company's Financial Services Group. Before that, she served as an Assistant Vice President and then Vice President of Human Resources since 1992.

Mr. Richards, elected in October 1996, serves as Corporate Vice President and General Counsel of the Company. Prior to this election, Mr. Richards served as Senior Vice President and Group Counsel of the Company's Financial Services Group since 1993.

Mr. Vollkommer, elected in December 1999, serves as Corporate Vice President and Controller of the Company. Prior to joining the Company, Mr. Vollkommer served as Vice President-Finance for Superior TeleCom Inc., from 1998 until 1999. From 1994-1998, he held executive officer positions with Alumax Inc., a producer of primary aluminum and aluminum fabricated products.

Ms. Zakas, elected in October 1995, serves as Corporate Vice President, Corporate Secretary and Director of Investor Relations of the Company. Prior to

this election, Ms. Zakas served as Corporate Vice President and Treasurer for the period January 1996 through October 1996 and as Corporate Vice President-Investor Relations for the period October 1995 through January 1996. Prior to that, she served as Vice President and Director of Investor Relations of the Company since September 1993.

Mr. Schirk, elected in June 1999, serves as Vice President and Treasurer of the Company. Prior to his election, Mr. Schirk served as Vice President and Assistant Treasurer - Treasury Services since January 1996. Before that, he served as Assistant Vice President and Senior Financial Analyst - Capital Finance Group since joining the Company in 1992.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER

MATTERS

The Company's common stock is listed and traded on the New York Stock Exchange, which is the principal market on which the stock is traded.

DIVIDENDS PER SHARE

Quarter 1999	1993	1994	1995	1996	1997	1998	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
First \$0.090	\$0.070	\$0.070	\$0.078	\$0.083	\$0.083	\$0.088	
Second 0.090	0.070	0.078	0.078	0.083	0.088	0.088	
Third 0.090	0.070	0.078	0.078	0.083	0.088	0.088	
Fourth 0.093	0.070	0.078	0.083	0.083	0.088	0.090	
Annual \$0.363	\$0.280	\$0.303	\$0.315	\$0.330	\$0.345	\$0.353	

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STOCK PRICES

(In Dollars) 1999	1995		1996		1997		1998		
	High	Low	High	Low	High	Low	High	Low	High
<S>	<C>								
First Quarter 31.375	15.219	11.297	20.141	15.891	30.094	23.938	37.625	31.750	39.875
Second Quarter 33.250	15.656	13.703	24.844	17.563	33.281	23.719	40.688	33.938	38.438
Third Quarter 26.750	18.844	14.594	24.500	21.594	33.000	27.750	44.125	29.750	36.938
Fourth Quarter 20.125	19.469	16.109	30.875	23.719	36.438	28.625	45.000	31.438	28.313
Year 20.125	19.469	11.297	30.875	15.891	36.438	23.719	45.000	29.750	39.875

As of February 25, 2000, there were approximately 11,625 holders of record of the Company's common stock.

ITEM 6. SELECTED FINANCIAL DATA

Reference is made to Exhibit 13.1, included in Part IV, Item 14 of this report, which is incorporated by reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS

-----  
OF OPERATIONS  
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Reference is made to Exhibit 13.2, included in Part IV, Item 14 of this report, which is incorporated by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

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The Company does not have material market risk exposure from market risk sensitive instruments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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Reference is made to Exhibit 13.3, included in Part IV, Item 14 of this report, which is incorporated by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND

-----  
FINANCIAL DISCLOSURE  
-----

None.

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PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

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The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 27, 2000, contains, on pages 2 through 6 thereof, information relating to the Company's Directors and persons nominated to become Directors, which is incorporated by reference. Information relating to the Executive Officers at the Company is included in Item 1 of this Report.

ITEM 11. EXECUTIVE COMPENSATION

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The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 27, 2000, contains, on pages 10 through 16, 18 and 19 thereof, information relating to Executive Officer compensation, which is incorporated by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

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The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 27, 2000, contains on page 9 thereof, information relating to security ownership of certain beneficial owners and management, which is incorporated by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

-----  
The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 27, 2000, contains, on page 10 thereof, information relating to certain relationships and related transactions, which is incorporated by reference.

PART IV.

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

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(A) The following documents are filed as part of this report:

- (1) FINANCIAL STATEMENTS



Date March 29, 2000 /s/Lee A. Ault  
-- -----  
Lee A. Ault, III, Director

Date March 29, 2000 /s/John L. Clendenin  
-- -----  
John L. Clendenin, Director

Date March 15, 2000 /s/A. W. Dahlberg  
-- -----  
A. W. Dahlberg, Director

Date March 20, 2000 /s/Robert P. Forrestal  
-- -----  
Robert P. Forrestal, Director

Date March 29, 2000 /s/L. Phillip Humann  
-- -----  
L. Phillip Humann, Director

Date March 15, 2000 /s/Larry L. Prince  
-- -----  
Larry L. Prince, Director

Date March 29, 2000 /s/D. Raymond Riddle  
-- -----  
D. Raymond Riddle, Director

Date March 29, 2000 /s/Betty L. Siegel  
-- -----  
Dr. Betty L. Siegel, Director

Date March 29, 2000 /s/Louis W. Sullivan  
-- -----  
Dr. Louis W. Sullivan, Director

Date March 17, 2000 /s/Jacquelyn M. Ward  
-- -----  
Jacquelyn M. Ward, Director

INDEX TO EXHIBITS

EXHIBIT  
NUMBER

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Plan of Acquisition, Reorganization, Arrangement, Liquidation or  
-----  
Succession  
-----

2.1 Distribution Agreement, Plan of Reorganization and Distribution  
(24 pages) (7)

Articles of Incorporation and Bylaws  
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3.1 . Amended and Restated Articles of Incorporation (3 pages) (5)

3.2 . Bylaws (23 pages)

Instruments Defining the Rights of Security Holders, Including  
-----  
Indentures  
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4.1 . Loan Agreement (151 pages) (9)

4.2 . Portion of Prospectus and Trust Indenture (134 pages) (1)

- 4.3 . Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A" (54 pages) (3)
- 4.4 . Indenture Relating to Debt Securities (98 pages) (11)

Material Contracts and Compensation Plans  
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- 10.1 . Equifax Inc. 1988 Performance Share Plan for Officers, as amended (13 pages) (9)(12)
- 10.2 . Equifax Inc. Executive Incentive Plan (6 pages) (9)(11)
- 10.3 . Deferred Compensation Plan (22 pages) (4)(12)
- 10.4 . Change in Control Agreement (11 pages) (9)(12)
- 10.5 . Equifax Inc. Omnibus Stock Incentive Plan, as amended (17 pages) (9)(11)
- 10.6 . Form of 1999 Incentive and Non-Qualified Stock Option Agreements (10 pages) (11)(12)

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- 10.7 . Form of 1999 Restricted Stock Award Agreement (3 pages) (11)(12)
- 10.8 . Form of 1998 Incentive and Non-Qualified Stock Option Agreements (8 pages) (6)(12)
- 10.9 . Form of 1998 Restricted Stock Award Agreement (3 pages) (6)(12)
- 10.10 . Form of 1996 Incentive and Non-Qualified Stock Option Agreements (8 pages) (2)(12)
- 10.11 . Form of 1996 Non-Qualified Stock Option Agreement (4 pages) (2)(12)
- 10.12 . Form of 1996 Restricted Stock Award Agreement (3 pages) (2)(12)
- 10.13 . Form of 1995 Incentive and Non-Qualified Stock Option Agreements (8 pages) (2)(12)
- 10.14 . Form of 1995 Restricted Stock Award Agreement (4 pages) (2)(12)
- 10.15 . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement (10 pages) (11)(12)
- 10.16 . Equifax Inc. Supplemental Executive Retirement Plan (24 pages) (2)(12)
- 10.17 . Equifax Inc. Supplemental Executive Retirement Plan Amendment (2 pages) (6)(12)
- 10.18 . Agreement For Computerized Credit Reporting Services (205 pages)
- 10.19 . Amendments to Agreement for Computerized Credit Reporting Services and related documents (66 pages) (6)
- 10.20 . Amendment to Agreement for Computerized Credit Reporting Services (8 pages) (1)
- 10.21 . Amendment to Agreement for Computerized Credit Reporting Services (9 pages)
- 10.22 . Amendment to Agreement for Computerized Credit Reporting Services (14 pages) (2)
- 10.23 . Computer and network operations agreement (redacted version) (74 pages) (10)
- 10.24 . Lease Agreement (69 pages)

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- 10.25 . Lease Agreement (76 pages) (11)
- 10.26 . Transaction Document #1 ( 7 pages) (13)
- 10.27 . Master Agreement (62 pages) (13)
- 10.28 . Human Resources Business Process and Support Services Agreement with First Amendment and schedule of omitted exhibits (72 pages)

- 10.29 . Finance & Accounting Business Process and Support Services Agreement, with First amendment and schedule of omitted exhibits (71 pages)
- 10.30 . Compensation of Directors - The Company's bylaws, which are filed as an exhibit to this Form 10-K Annual Report, describe on page 7 and 8, under Article Two, "Compensation of Directors," the fees paid to Directors of the Company. This information is incorporated by reference.

Annual Report to Security Holders  
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- 13.1 . Summary of Selected Financial Data (2 pages)
- 13.2 . Management's Discussion and Analysis of Financial Condition and Results of Operations (11 pages)
- 13.3 . Financial Statements and Supplementary Data (29 pages)
- 21 Subsidiaries of the Registrant (4 pages)  
-----
- 23 Consent of Independent Public Accountants to incorporation  
-----  
by reference (1 page)  
-----
- 27 Financial Data Schedule (for SEC use only)  
-----

(1) Previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and incorporated by reference.

(2) Previously filed as an exhibit on Form 10-K, filed March 30, 1995, and incorporated by reference.

(3) Previously filed as exhibits on Form 8-A, filed November 2, 1995, and incorporated by reference.

(4) Previously filed as an exhibit on Form 10-K, filed April 1, 1996, as amended on Form 10-K/A, filed April 4, 1996, and incorporated by reference.

(5) Previously filed as an exhibit on Schedule 14A, filed, March 26, 1996, and incorporated by reference.

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(6) Previously filed as an exhibit on Form 10-K, filed March 31, 1997, and incorporated by reference.

(7) Previously filed as an exhibit to Pre-effective Amendment No. 1 to Registration Statement on Form S-1, Registration No. 333-30297, filed July 16, 1997, and incorporated by reference.

(8) Previously filed as pages 1 through 22 to the Company's Registration Statement on Form S-3, Registration No. 333-47599, filed March 9, 1998, and incorporated by reference.

(9) Previously filed as an exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.

(10) Previously filed as an exhibit on Form 10-Q, filed November 16, 1998, and incorporated by reference.

(11) Previously filed as an exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.

(12) Management Contract or Compensatory Plan

(13) Document omits information pursuant to a Request for Confidential Treatment under Rule 406 of the Securities Act of 1933

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EQUIFAX INC.  
BYLAWS

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Effective January 2000

EQUIFAX INC.  
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BYLAWS  
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BYLAWS OF EQUIFAX INC.

ARTICLE ONE  
Meetings of the Shareholders

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

Section 1.2 Special Meetings. Special meetings of the Shareholders may be held at the principal office of the Company in the State of Georgia or at such other place, within or without the State of Georgia, as may be named in the call therefor. Such special meetings may be called by the Chairman of the Board of Directors, the Vice Chairman, the President, the Board of Directors by vote at a meeting, a majority of the Directors in writing without a meeting, or by unanimous call of the Shareholders.

Section 1.3 Notice of Meetings. Unless waived in accordance with the Georgia

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

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

Section 1.5 Quorum. With respect to shares entitled to vote as a separate voting group on a matter at a meeting of Shareholders, the presence, in person or by

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

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

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

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

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

Section 1.10 Proxies. A Shareholder entitled to vote pursuant to Section 1.9 may vote in person or by proxy pursuant to an appointment of proxy executed by the Shareholder either in writing or pursuant to an electronic or telephonic transmission, provided that the transmission contains or is accompanied by information from which it can be determined that the Shareholder authorized the

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transmission. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted for examination to the Secretary of the Company or to a proxy officer or committee appointed by the Board of Directors. The Secretary or, if appointed, the proxy officer or committee shall determine the validity or invalidity of any appointment of proxy submitted, and reference by the Secretary in the minutes of the meeting to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

Section 1.11 Record Date. For the purpose of determining Shareholders entitled to notice of a meeting of the Shareholders, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than 70 days prior to the date on which the particular action, requiring a determination of the Shareholders, is to be taken. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the 70th day preceding the date on which the particular action, requiring a determination of the Shareholders, is to be taken shall be the record date for that purpose.

Section 1.12 Shareholder Proposals and Nominations.

(a) No proposal for a Shareholder vote (other than a proposal that appears in the Company's proxy statement after compliance with the procedures set forth in Securities and Exchange Commission Rule 14a-8) shall be submitted by a Shareholder (a "Shareholder Proposal") to the Company's Shareholders unless the Shareholder submitting such proposal (the "Proponent") shall have filed a written notice setting forth with particularity (i) the names and business addresses of the Proponent and all natural persons, corporations, partnerships, trusts or any other type of legal entity or recognized ownership vehicle (collectively, a "Person") acting in concert with the Proponent; (ii) the name and address of the Proponent and the Persons identified in clause (i), as they appear on the Company's books (if they so appear); (iii) the class and number of shares of the Company beneficially owned by the Proponent and by each Person identified in clause (i); (iv) a description of the Shareholder Proposal containing all material information relating thereto; and (v) such other information as the Board of Directors reasonably determines is necessary or appropriate to enable the Board of Directors and Shareholders of the Company to consider the Shareholder Proposal. The presiding officer at any meeting of the Shareholders may determine that any Shareholder Proposal was not made in accordance with the procedures prescribed in these Bylaws or is otherwise not in accordance with law, and if it is so determined, such

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officer shall so declare at the meeting and the Shareholder Proposal shall be disregarded.

(b) Only persons who are selected and recommended by the Board of Directors or the committee of the Board of Directors designated to make nominations, or who are nominated by Shareholders in accordance with the procedures set forth in this Section 1.12, shall be eligible for election, or qualified to serve, as Directors. Nominations of individuals for election to the Board of Directors of the Company at any Annual Meeting or any special meeting of Shareholders at which Directors are to be elected may be made by any Shareholder of the Company entitled to vote for the election of Directors at that meeting by compliance with the procedures set forth in this Section 1.12. Nominations by Shareholders shall be made by written notice (a "Nomination Notice"), which shall set forth (i) as to each individual nominated, (A) the name, date of birth, business address and residence address of such individual; (B) the business experience during the past five years of such nominee, including his or her principal occupations and employment during such period, the name and principal business of any corporation or other organization in which such occupations and employment were carried on, and such other information as to the nature of his or her responsibilities and level of professional competence as may be sufficient to permit assessment of such prior business experience; (C) whether the nominee is or has ever been at any time a director, officer or owner of five percent or more of any class of capital stock, partnership interests or other equity interest of any corporation, partnership or other entity; (D) any directorships held by such nominee in any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940, as amended; and (E) whether such nominee has ever been convicted in a criminal proceeding or has ever been subject to a judgment, order, finding or decree of any federal, state or other governmental entity, concerning any violation of federal, state or other law, or any proceeding in bankruptcy, which conviction, order, finding, decree or proceeding may be material to an evaluation of the ability or integrity of the nominee; and (ii) as to the Person submitting the Nomination Notice and any Person acting in concert with such Person, (X) the name and business address of such Person, (Y) the name and address of such Person as they appear on the Company's books (if they so appear), and (Z) the class and number of shares of the Company that are beneficially owned by such Person. A written consent to being named in a proxy statement as a nominee, and to serve as a Director if elected, signed by the nominee, shall be filed with any Nomination Notice. If the presiding officer at any meeting of the Shareholders determines that a nomination was not made in accordance with the procedures prescribed by these Bylaws, such officer shall so declare to the meeting and the defective nomination shall be disregarded.

(c) If a Shareholder Proposal or Nomination Notice is to be submitted at an

Annual Meeting of the Shareholders, it shall be delivered to the Secretary of the

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Company at the principal executive office of the Company within the time period specified in Securities and Exchange Commission Rule 14a-8(a)(3)(i). Subject to Section 1.3 as to matters that may be acted upon at a special meeting of the Shareholders, if a Shareholder Proposal or Nomination Notice is to be submitted at a special meeting of the Shareholders, it shall be delivered to the Secretary of the Company at the principal executive office of the Company no later than the close of business on the earlier of (i) the 30th day following the public announcement that a matter will be submitted to a vote of the Shareholders at a special meeting, or (ii) the 15th day following the day on which notice of the special meeting was given.

## ARTICLE TWO Board of Directors

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

Section 2.2 Number of Directors and Term of Office. The number of Directors shall be not less than nine, nor more than 20 Shareholders, and shall be fixed within such range by the Board of Directors. The Directors shall be divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board of Directors. At each Annual Meeting of the Shareholders, successors to the class of Directors whose term expires at that Annual Meeting of Shareholders shall be elected for a three-year term. If the number of Directors has changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible, and any additional Director of any class elected to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class, unless otherwise required by law, but in no case shall a decrease in the number of Directors for a class shorten the term of an incumbent Director. A Director shall hold office until the Annual Meeting of Shareholders for the year in which such Director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

Section 2.3 Election of Directors. A Director shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of Shareholders at which a quorum is present.

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

Section 2.5 Term Limits. A Director reaching 70 years of age (or 65 years of age for Directors who are also employees of the Company) or ceasing to continue a regular business relationship (as defined below) shall automatically retire from the Board, except that a non-employee Director who ceases to continue a regular business relationship may continue serving as a Director until the next Annual Meeting of the Shareholders or 70 years of age, whichever first occurs. Notwithstanding the preceding, a non-employee Director, or a retiring Chairman of the Board and Chief Executive Officer (or either), may, at the request of the Executive Committee and if ratified by the Board, continue to serve as a Director until age 70 if he or she continues in a position or business activity that the Board determines would be of substantial benefit to the Company. For purposes of this Section 2.5, the expression "regular business relationship" means a relationship as an employee, consultant or officer of a substantial business, professional or educational organization, which requires exercise of business judgment on a regular basis, and which is not lower in seniority than the position with such organization occupied by the Director at the time of the Director's first election to the Board of Directors of the Company.

Section 2.6 Stock Ownership Requirement. Every Director shall be a Shareholder of the Company. Directors shall serve for the terms for which they are elected and until their successors shall have been duly chosen, unless any such term is

sooner ended as herein permitted; provided, however, that if a Director ceases to be a Shareholder, the disposition of the stock shall constitute a resignation of the Director's office as a Director.

Section 2.7 Meetings. Regular meetings of the Board of Directors shall be held on the last Wednesday in the months of January, April, July and October, if not a legal holiday, or, if a legal holiday, then on the next succeeding day not a legal holiday. When desirable to do so, the date of the meeting may be changed on the approval of the Board of Directors or the Executive Committee.

Section 2.8 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the direction of the Chairman of the Board, or in his or her absence, by the Vice Chairman, or in his or her absence, by the President. Special meetings of the Board may also be called by one-third of the Directors then in office. Unless otherwise indicated in the notice thereof, any and all business of the Company may be transacted at any special meeting of the Board of Directors.

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Section 2.9 Notice of Meetings. Unless waived in accordance with the Code, notice of each regular or special meeting of the Board of Directors, stating the date, time and place of the meeting, shall be given not less than two days before the date thereof to each Director.

Section 2.10 Quorum; Adjournments. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Whether or not a quorum is present to organize a meeting, any meeting of Directors (including a reconvened meeting) may be adjourned by a majority of the Directors present, to reconvene at a specific time and place. At any adjourned meeting, any business may be transacted that could have been transacted at the meeting prior to adjournment. If notice of the original meeting was properly given, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted if the date, time and place of the adjourned meeting are announced at the meeting prior to adjournment.

Section 2.11 Vote Required for Action. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Code, the Articles of Incorporation, or these Bylaws require the vote of a greater number of Directors.

Section 2.12 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any action that may be taken at a meeting of a committee of the Board of Directors may be taken without a meeting if the action is taken by all the members of the Board of Directors or of the committee, as the case may be. The action must be evidenced by one or more written consents describing the action taken, signed by each Director or each Director serving on the committee, as the case may be, and delivered to the Company for inclusion in the minutes or filing with the corporate records.

Section 2.13 Compensation of Directors. Directors who are salaried officers or employees of the Company shall receive no additional compensation for service as a Director or as a member of a committee of the Board of Directors. Each Director who is not a salaried officer or employee of the Company shall be compensated as set forth below. A Director may also serve the Company in a capacity other than that of Director or employee and receive compensation, as determined by the Board of Directors, for services rendered in any other capacity.

Subject to the above, (i) the Chairman of the Board shall receive a fee of \$7,500 per quarter, and each other Director shall receive a fee of \$5,000 per quarter, for services as a Director, (ii) the Chairman of the Executive Committee shall receive an additional fee of \$4,000 per quarter and any other member of the Executive Committee shall receive an additional fee of \$1,000 per quarter, (iii) any Director who is chairman of any other committee elected or appointed by the Board shall receive an additional fee of \$1,000 per quarter, and (iv) each Director shall also receive a fee of \$1,000 for attendance at any meeting of the Board or of a

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committee thereof. In addition, each Director who is not a salaried officer or employee of the Company shall be entitled to receive stock option awards as provided for under the Equifax Inc. Non-Employee Director Stock Option Plan, or any successor plan or plans.

#### ARTICLE THREE Elections of Officers and Committees

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

for.

Section 3.2 Executive Committee. The Board of Directors may elect from their members an Executive Committee which shall include the Chairman of the Board, the Chief Executive Officer, and the President. The Executive Committee shall consist of not less than three nor more than five members, the precise number to be fixed by resolution of the Board of Directors from time to time.

Each member shall serve for one year and until his or her successor shall have been elected, unless that term is sooner terminated by the Board of Directors. The Board of Directors shall fill the vacancies in the Executive Committee by election. The Chairman of the Board, if there is one, or, if not the Chief Executive Officer, shall be the Chairman of the Executive Committee.

All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action, and shall be subject to revision or alteration by the Board of Directors, provided that no rights or interests of third parties shall be affected by any such revision or alteration. The Executive Committee shall fix its own rules and proceedings, and shall meet where and as provided by such rules or by resolution of the Board of Directors. In every case, the affirmative vote of a majority of all the members of the Committee shall be necessary to its adoption of any resolution.

Except as prohibited by the Code, during the interval between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management of all the affairs of the Company, including the making of contracts, the purchase and sale of property, the execution of legal instruments, and all other matters in which specific direction shall not have been given by the Board of Directors.

Section 3.3 Other Committees. The Board of Directors is authorized and empowered to appoint from its own body or from the officers of the Company, or both, such other committees as it may think best, and may delegate to or confer upon such committees all or such part of its powers except as prohibited by the Code, and may prescribe the exercise thereof as it may deem proper.

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#### ARTICLE FOUR Officers

Section 4.1 Officers; Term Limits. The officers of the Company, unless otherwise provided by the Board from time to time, shall consist of the following: a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents (one or more of whom may be designated Executive Vice President, one or more of whom may be designated Corporate Vice President and one or more of whom may be designated Senior Vice President), a Treasurer, and a Secretary, who shall be elected by the Board of Directors. The Board of Directors may from time to time elect a Vice Chairman of the Board. The Board of Directors, or any officer to whom the Board may delegate such authority, may also appoint such other officers as it or they may see fit, and may prescribe their respective duties. All officers, however elected or appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed, with or without cause, by the appointing officer or any officer senior to the appointing officer. Any two or more of the offices may be filled by the same person. No person shall serve as Chairman of the Board and Chief Executive Officer (or either), beyond his or her 65th birthday.

Section 4.2 Compensation of Officers. The Executive Committee shall approve salaries of all elected officers and such other employees as may be designated by the Executive Committee, except that salaries of members of the Executive Committee shall be fixed by the Management Compensation Committee of the Board of Directors or by the Board of Directors.

Section 4.3 Chairman of the Board. The Chairman of the Board of Directors shall serve as Chief Executive Officer of the Company, unless determined otherwise by the Board of Directors. The Chairman of the Board shall preside at all meetings of the Shareholders, the Board of Directors, and the Executive Committee. Except where by law the signature of the Chief Executive Officer or President is required, the Chairman of the Board shall have the same power as the Chief Executive Officer or President to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. The Chairman of the Board shall have such other powers and duties as from time to time may be assigned by the Board of Directors.

Section 4.4 Vice Chairman of the Board. If the Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, then, if so designated by the Board of Directors, the Vice Chairman shall serve as Chief Executive Officer. It shall be the duty of the Vice Chairman of the Board, in the absence of the Chairman of the Board, to preside at meetings of the Shareholders, at meetings of the Directors, and at meetings of the Executive Committee. The Vice Chairman shall do and perform all acts incident to the office of Vice Chairman and, if so designated, those of Chief Executive Officer, subject to the approval and direction of the Board of Directors.

Section 4.5 Chief Executive Officer. The Chief Executive Officer shall direct the business and policies of the Company and shall have such other powers and duties as from time to time may be assigned by the Board of Directors.

Section 4.6 President. The President shall be the Chief Operating Officer of the Company and shall have general charge of the business of the Company subject to the specific direction and approval of the Board of Directors or its Chairman or Vice Chairman or the Executive Committee. If the Chairman or Vice Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, the President shall also serve as Chief Executive Officer. In the event of a vacancy in the office of Chairman and Vice Chairman of the Board or during the absence or disability of both the Chairman and the Vice Chairman, the President shall serve as Chief Executive Officer and shall have all of the rights, powers and authority given hereunder to the Chairman of the Board. The President may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly delegated to some other officer or agent of the Company. In general, the President shall have the usual powers and duties incident to the office of a president of a corporation and such other powers and duties as from time to time may be assigned by the Board or Chairman or Vice Chairman of the Board.

Section 4.7 Executive Vice Presidents. Each shall have authority, on behalf of the Company, to execute, approve, or accept agreements for service, bids, or other contracts, and shall sign such other instruments as each is authorized or directed to sign by the Board of Directors or its Committee or by the Chief Executive Officer or the President. Each shall do and perform all acts incident to the office of the Executive Vice President of the Company or as may be directed by its Board of Directors or its Committee or the Chief Executive Officer or the President.

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

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

Section 4.10 Secretary. The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the Shareholders and of the Board of Directors and any committees thereof. The Secretary shall have authority to give all notices required by law or these Bylaws, and shall be

responsible for the custody of the corporate books, records, contracts and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require the Secretary's signature. The Secretary shall authenticate records of the Company and shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the Chief Executive Officer, any Assistant Secretary may perform the duties and exercise the powers of the Secretary.

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

ARTICLE FIVE  
Indemnification

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

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

- (b) "Director" or "Officer" means an individual who is or was a member of the Board of Directors or an officer elected by the Board of Directors, respectively, or who, while a Director or Officer, is or was serving at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or Officer is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on, or otherwise involve services by, the Director or Officer to the plan or to participants in or beneficiaries of the plan. "Director" or "Officer" includes, unless the context otherwise requires, the estate or personal representative of a Director or Officer.
- (c) "Disinterested Director" or "Disinterested Officer" means a Director or Officer, respectively who at the time of an evaluation referred to in subsection 5.5(b) is not:

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- (1) A Party to the Proceeding; or
  - (2) An individual having a familial, financial, professional, or employment relationship with the person whose advance for Expenses is the subject of the decision being made with respect to the Proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's or Officer's judgment when voting on the decision being made.
- (d) "Expenses" includes counsel fees.
  - (e) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.
  - (g) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.
  - (h) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitratative or investigative and whether formal or informal.
  - (i) "Reviewing Party" shall mean the person or persons making the determination as to reasonableness of Expenses pursuant to Section 5.5 of this Article, and shall not include a court making any determination under this Article or otherwise.

#### Section 5.2 Basic Indemnification Arrangement.

- (a) The Company shall indemnify an individual who is a Party to a Proceeding because he or she is or was a Director or Officer against Liability incurred in the Proceeding; provided, however, that the Company shall not indemnify a Director or Officer under this Article for any Liability incurred in a Proceeding in which the Director or Officer is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company:
  - (1) For any appropriation, in violation of his or her duties, of any business opportunity of the Company;
  - (2) For acts or omissions which involve intentional misconduct or a knowing violation of law;

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- (3) For the types of liability set forth in Section 14-2-832 of the Code; or
  - (4) For any transaction from which he or she received an improper personal benefit.
- (b) If any person is entitled under any provision of this Article to indemnification by the Company for some portion of Liability incurred, but not the total amount thereof, the Company shall indemnify such person for the portion of such Liability to which such person is entitled.

#### Section 5.3 Advances for Expenses.

- (a) The Company shall, before final disposition of a Proceeding, advance

funds to pay for or reimburse the reasonable Expenses incurred by a Director or Officer who is a Party to a Proceeding because he or she is a Director or Officer if he or she delivers to the Company:

- (1) A written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in subsection 5.2(a) above; and
  - (2) His or her written undertaking (meeting the qualifications set forth below in subsection 5.3(b)) to repay any funds advanced if it is ultimately determined that he or she is not entitled to indemnification under this Article or the Code.
- (b) The undertaking required by subsection 5.3(a)(2) above must be an unlimited general obligation of the proposed indemnitee but need not be secured and shall be accepted without reference to the financial ability of the proposed indemnitee to make repayment. If a Director or Officer seeks to enforce his or her rights to indemnification in a court pursuant to Section 5.4 below, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that he or she is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

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

Section 5.5 Determination of Reasonableness of Expenses.

- (a) The Company acknowledges that indemnification of a Director or Officer under Section 5.2 has been pre-authorized by the Company

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

- (1) If there are two or more Disinterested Directors, by the Board of Directors of the Company by a majority vote of all Disinterested Directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote; or
  - (2) If there are fewer than two Disinterested Directors, by the Board of Directors (in which determination Directors who do not qualify as Disinterested Directors may participate); or
  - (3) By the Shareholders, but shares owned by or voted under the control of a Director or Officer who at the time does not qualify as a Disinterested Director or Disinterested Officer may not be voted on the determination.
- (b) Notwithstanding the requirement under subsection 5.5(a) that the Reviewing Party evaluate the reasonableness of Expenses claimed by the proposed indemnitee, any Expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by subsection 5.5(a) within sixty (60) days following the proposed indemnitee's written request for indemnification or advance for Expenses.

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

Section 5.7 Liability Insurance. The Company may purchase and maintain insurance on behalf of an individual who is a Director, Officer, employee or agent of the Company or who, while a Director, Officer, employee or agent of the Company, serves at the Company's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against Liability asserted

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against or incurred by him or her in that capacity or arising from his or her

status as a Director, Officer, employee, or agent, whether or not the corporation would have power to indemnify or advance Expenses to him or her against the same Liability under this Article or the Code.

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

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

Section 5.10 No Duplication of Payments. The Company shall not be liable under this Article to make any payment to a person hereunder to the extent such person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder.

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

Section 5.12 Contract Rights. The right to indemnification and advancement of Expenses conferred hereunder to Directors and Officers shall be a contract right and shall not be affected adversely to any Director or Officer by any amendment of these Bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these Bylaws.

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

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as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

#### ARTICLE SIX Capital Stock

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

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

Section 6.3 Transfer of Shares. The Board of Directors shall have authority to appoint a transfer agent and/or a registrar for the shares of its capital stock, and to empower them or either of them in such manner and to such extent as it may deem best, and to remove such agent or agents from time to time, and to appoint another agent or other agents. Transfers of shares shall be made upon the transfer books of the Company, kept at the office of the transfer agent

designated to transfer the shares, only upon direction of the registered owner, or by an attorney lawfully constituted in writing. With respect to certificated shares, before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of Section 6.5 of these Bylaws shall have been met. Transfer of shares shall be in accordance with such reasonable rules and regulations as may be made from time to time by the Board of Directors.

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

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- (a) the certificate or transfer instruction is endorsed by the appropriate person or persons; and
- (b) reasonable assurance is given that the endorsement or affidavit is genuine and effective; and
- (c) the Company either has no duty to inquire into adverse claims or has discharged that duty; and
- (d) the requirements of any applicable law relating to the collection of taxes have been met; and
- (e) the transfer in fact is rightful or is to a bona fide purchaser.

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

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

#### ARTICLE SEVEN Distributions and Dividends

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

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

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#### ARTICLE EIGHT Miscellaneous

Section 8.1 Corporate Seal. If the Board of Directors determines that there should be a corporate seal for the Company, it shall be in the form as the Board of Directors may from time to time determine.

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

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

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

ARTICLE NINE  
Amendments

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

- (a) the Board of Directors shall have power to alter, amend or repeal these Bylaws or adopt new Bylaws; and
- (b) any Bylaws adopted by the Board of Directors may be altered, amended or repealed, and new Bylaws may be adopted, by the Shareholders, as provided by the Code; and
- (c) Articles Ten and Eleven of these Bylaws shall be amended only in the manner provided by relevant provisions of the Code.

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ARTICLE TEN  
Fair Price Requirements

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

ARTICLE ELEVEN  
Business Combinations

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

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AGREEMENT FOR COMPUTERIZED  
CREDIT REPORTING SERVICES AND  
OPTIONS TO PURCHASE AND SELL  
ASSETS

August 1, 1988

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EXHIBIT 10.18

THIS AGREEMENT, made as of this 1st day of August, 1988, by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA and EQUIFAX INC., both Georgia corporations with their principal places of business at 1600 Peachtree Street, N.W., Atlanta, Georgia 30309 ("CBI" and "Equifax," respectively), and COMPUTER SCIENCES CORPORATION, a Nevada corporation with its principal place of business at 2100 East Grand Avenue, El Segundo, California 90245 ("CSC"), CSC CREDIT SERVICES, INC., a Texas corporation with its principal place of business at 652 E. North Belt, Suite 400, Houston, Texas 77060 ("Credit Services"), CREDIT BUREAU OF CINCINNATI, INC., an Ohio corporation with its principal place of business at 309 Vine Street, Suite 650, Cincinnati, Ohio 45202 ("Cincinnati"), CREDIT BUREAU OF GREATER KANSAS CITY, INC., a Missouri corporation with its principal place of business at 906 Grand Avenue, Suite 300, Kansas City, Missouri 64106 ("Kansas City"), JOHNS HOLDING COMPANY, a Delaware corporation with its principal place of business at 260 E. Wood Street, Decatur, Illinois 62523 ("JHC"), CSC CREDIT SERVICES OF MINNESOTA, INC., a Texas corporation with its principal place of business at 652 E. North Belt, Suite 400, Houston, Texas 77060 ("Minnesota") (Credit Services, Cincinnati, Kansas City, JHC and Minnesota being hereinafter referred to collectively as the "Bureaus" and sometimes individually as a "Bureau"), and CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation with its principal

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place of business at 652 E. North Belt, Suite 400, Houston, Texas 77060 ("Accounts Management");

W I T N E S S E T H :

WHEREAS, CBI has developed, owns and employs an automated credit reporting

system entitled "The Automated Credit Reporting Online Package"; and

WHEREAS, Bureaus desire to purchase and otherwise utilize, and CBI desires to sell and otherwise provide, the services of CBI and the ACROPAC System(TM) upon the terms and conditions hereinafter set forth; and

WHEREAS, CBI provides simultaneously ACROPAC System(TM) services to various other credit reporting entities or bureaus and has developed systems and methods by which such bureaus and CBI may exchange data, market credit services or otherwise interact with respect to ACROPAC System(TM) services, and Bureaus wish to participate therein; and

WHEREAS, Bureaus desire that their credit reporting operations be converted by CBI as necessary for Bureaus to participate in the ACROPAC System(TM) upon the terms and conditions hereinafter set forth; and

WHEREAS, Bureaus desire that the ACROPAC System(TM) services described by this Agreement be provided by CBI to Bureaus; and

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WHEREAS, Bureaus, Accounts Management and CBI desire to provide for the option to sell by Subsidiaries, as hereinafter defined, and the option to purchase and assume by CBI of, the assets and liabilities of Subsidiaries upon the terms set forth herein;

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

#### I. DEFINITIONS

For purposes of this Agreement:

"Accounts Management" means CSC Accounts Management, Inc., a Texas corporation;

"Accounts Management Acquired Corporations" shall have the meaning ascribed thereto in Paragraph 10(c) of this Agreement;

"Accounts Management Assets and Liabilities" shall have the meaning ascribed thereto in Paragraph 10(b) of this Agreement;

"Accounts Management Assets and Liabilities Price" shall have the meaning ascribed thereto in Paragraph 10(a) of this Agreement;

"Accounts Management Current Assets Amount" shall have the meaning ascribed thereto in Paragraph 10(a) (iii) of this Agreement;

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"Accounts Management Long-Term Debt Amount" shall have the meaning ascribed thereto in Paragraph 10(a) (iii) of this Agreement;

"Accounts Management Net Worth Amount" shall have the meaning ascribed thereto in Paragraph 10(a) (iii) of this Agreement;

"Accounts Management Underfunding Amount" shall have the meaning ascribed thereto in Paragraph 10(a) (iii) of this Agreement;

"Acquired Corporations" shall have the meaning ascribed thereto in Paragraph 11(c) of this Agreement.

"Acquired Product" means the sum of (i) the product of (A) 3.0, times (B) the Reporting Revenues of the Acquired Corporations generated during the Calculation Period, plus (ii) the product of (C) 1.0, times (D) the sum of the Collection Revenues and the Other Business Revenues of the Acquired Corporations generated during the Calculation Period (such Reporting Revenues, Collection Revenues and Other Business Revenues of the Acquired Corporations to be calculated taking into account the provisions of Paragraph 9 (a) of this Agreement);

"acquisition date" shall have the meaning ascribed thereto in Paragraph 48 of this Agreement;

"Acquisition Debt" of any Person means any amounts owed by such Person resulting, directly or indirectly, from the financing of the purchase price of the outstanding shares of

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capital stock or assets of an entity acquired by such Person (which amounts in

no event shall include any liabilities of such entity at the time of acquisition that are unrelated to any direct or indirect financing of the purchase price of such entity);

"ACROPAC(TM)", "ACROPAC System(TM)", "ACROPAC II(TM)" and "ACROPAC II System(TM)" mean the CBI Automated Credit Reporting Online Package which, for purposes of this Agreement, shall mean the reporting system described in Exhibit A to this Agreement and shall include the automated credit reporting system owned, utilized, offered and employed by CBI from time to time;

"Affiliate Bureaus" means those credit bureaus not owned by CBI, other than the Bureaus, to which CBI provides ACROPAC(TM) services;

"Albuquerque" shall have the meaning ascribed thereto in Paragraph 47 of this Agreement;

"Asset Sale" shall have the meaning ascribed thereto in Paragraph 13(a) of this Agreement;

"Associates" shall have the meaning ascribed thereto in Paragraph 7(d) of this Agreement;

"billable inquiry" shall have the meaning ascribed thereto in Paragraph 8(a) of this Agreement;

"Bureau" and "Bureaus" mean, respectively, Credit Services, Cincinnati, Kansas City, JHC and Minnesota and such

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other entities as may be deemed to be Bureaus pursuant to Paragraph 48 hereof, singly, and all of them, collectively;

"Calculation Period" means the twelve calendar months immediately preceding the calendar month in which the Subsidiaries or CBI, as the case may be, give(s) written notice pursuant to Paragraph 11 or 12, respectively, of their or its intent to sell to CBI or purchase from the Subsidiaries, as the case may be, the Subsidiaries' Assets and Liabilities;

"Cap" shall have the meaning ascribed thereto in Paragraph 14(d) of this Agreement;

"CBDC" means Credit Bureau Data Centers, Inc., a Texas corporation and wholly-owned subsidiary of Credit Services;

"CBI" means The Credit Bureau, Incorporated of Georgia, a Georgia corporation;

"CBI Appraiser" means one of the largest fifteen (15) investment banking firms (as measured by total revenues) in the United States as to which information pertaining to revenues is publicly available, selected by CBI to appraise the Subsidiaries' Assets and Liabilities;

"Change of Control" of an entity means the acquisition after the date of this Agreement by any Person, or any number of Persons acting in concert with one another, directly or indirectly, of shares of any and all classes of outstanding capital stock of such entity sufficient in total combined voting power to elect a majority of the board of directors

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of that entity (assuming, for this purpose, that all members are elected at the same time, notwithstanding the existence of a classified board of directors);

"Cincinnati" means Credit Bureau of Cincinnati, Inc., an Ohio corporation;

"Collection Product" means the product of (A) 1.0, times (B) the sum of the Collection Revenues of the Bureaus and Accounts Management generated during the Calculation Period;

"Collection/Reporting Revenue Amount" shall have the meaning ascribed thereto in Paragraph 10(c) of this Agreement;

"Collection Revenues of any entity means the revenues of such entity generated from the performance by such entity of Collection Services;

"Collection Services" of any entity means services provided by such entity relating to the collection of debt assigned to such entity or owned or held by a customer of such entity, consisting of collection of delinquent accounts, check verification services, check authorization services, check guarantee services, billing services, services performed by accounts receivable systems (including, without limitation, billing, monitoring, scoring and control services), skip tracing, sales or rentals of computer terminals, modems and other related

equipment and assets used in connection with collection of debt, and any other types of services performed from time to time by CBI relating to collection of debt;

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"Cost Allocation System" shall have the meaning ascribed thereto in Paragraph 8(c) of this Agreement;

"Credit Services" means CSC Credit Services, Inc., a Texas corporation;

"CSC" means Computer Sciences Corporation, a Nevada corporation;

"CSC Consolidated Group" shall have the meaning ascribed thereto in Paragraph 13(b) of this Agreement;

"demographic data" means identification information, including name, address, previous address, date of birth, social security number, dependents, employer, name of spouse and similar information;

"Designated Date" shall have the meaning ascribed thereto in Paragraph 11(a) (i) of this Agreement;

"Equifax" means Equifax Inc., a Georgia corporation;

"ERISA" shall have the meaning ascribed thereto in Paragraph 10(a) (iii) of this Agreement;

"Exit Costs" shall have the meaning ascribed thereto in Paragraph 14(e) of this Agreement;

"Federal Income Tax Law Amendment" shall have the meaning ascribed thereto in Paragraph 13(a) of this Agreement;

"Financial Statements" shall have the meaning ascribed thereto in Paragraph 19(e) of this Agreement;

"Flat Amount" shall have the meaning ascribed thereto in Paragraph 8(a) of this Agreement;

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"Following Year" shall have the meaning ascribed thereto in Paragraph 8(a) of this Agreement;

"Group" shall have the meaning ascribed thereto in Paragraph 14(a) of this Agreement;

"Guaranteed Amount" shall have the meaning ascribed thereto in Paragraph 14(b) of this Agreement;

"Index" means the Consumer Price Index for All Urban Consumers: U.S. City Average, All Items (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor, as the same from time to time may be modified, supplemented or adjusted by the Bureau of Labor Statistics;

"Initial Term" shall have the meaning ascribed thereto in Paragraph 15 of this Agreement;

"Initial Term Expiration Date" shall have the meaning ascribed thereto in Paragraph 11(a) (i) of this Agreement;

"JHC" means Johns Holding Company, a Delaware corporation;

"Kansas City" means Credit Bureau of Greater Kansas City, Inc., a Missouri corporation;

"Late Conversion Damages" shall have the meaning ascribed thereto in Paragraph 3 of this Agreement;

"Master Register" or "Master Register System" shall have the meaning ascribed thereto in Paragraph 2 of this Agreement;

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"Minnesota" means CSC Credit Services of Minnesota, Inc., a Texas corporation;

"Most Favored Customer Rate" for any good or service provided by CBI hereunder shall mean the lowest rate charged by CBI to an Affiliate Bureau for such good or service;

"Naples" shall have the meaning ascribed thereto in Paragraph 34 of this Agreement;

"Net CBI Liability" shall have the meaning ascribed thereto in Paragraph 14(d) of this Agreement;

"Net Payment Amount" shall have the meaning ascribed thereto in Paragraph 14(c) (v) of this Agreement;

"online" shall have the meaning ascribed thereto in Paragraph 4(c) of this Agreement;

"Online Cut-Over Date" shall have the meaning ascribed thereto in Paragraph 3 of this Agreement;

"Operating Assets" of any entity means tangible operating assets used in the ordinary course of business of such entity, and shall include, but not be limited to, plant, property and equipment, and land, buildings, leasehold improvements, furniture and fixtures of such entity;

"Operating Income" shall have the meaning ascribed thereto in Paragraph 14(e) of this Agreement;

"Other Business Product" means the product of (A) 1.0, times (B) the sum of the Other Business Revenues of the Bureaus

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and Accounts Management generated during the Calculation Period;

"Other Business Revenues" of any entity means revenues of such entity other than Reporting Revenues and Collection Revenues;

"Owned Months" shall have the meaning ascribed thereto in Paragraph 9(a) of this Agreement;

"Person" shall mean an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof;

"Preceding Quarters" shall have the meaning ascribed thereto in Paragraph 14(c) (iii) of this Agreement;

"Renewal Term" shall have the meaning ascribed thereto in Paragraph 15 of this Agreement;

"Reporting Product" means the product of (A) 3.0, times (B) the sum of the Reporting Revenues of the Bureaus and Accounts Management generated during the Calculation Period;

"Reporting Revenues" of an entity means the revenues (excluding any Royalty) generated from the performance of Reporting Services by such entity;

"Reporting Services" of any entity means consumer credit reporting services performed by such entity consisting of local, national or inter-bureau sales of credit reports,

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property appraisals, property surveys, property title reports, mortgage credit reports or other legal or public information, whether given verbally, in writing, through access by a computer terminal or otherwise, sales or rentals of computer terminals, modems and other related equipment and assets used in connection with consumer credit reporting, pre-screening promotional sales, account monitoring, scoring and control services, preparation and sales of extracts, indexes, bulletins and lists, consumer interviews, any other sale of products or services derived from a consumer credit reporting data base, and any other types of services performed from time to time by CBI relating to consumer credit reporting;

"Revenues" of a referenced entity means revenues of that entity, including revenues of all subsidiaries of the referenced entity, unless such subsidiary is selling assets to CBI pursuant to Paragraph 10, 11 or 12 hereof;

"Royalty" shall have the meaning ascribed thereto in Paragraph 8(e) of this Agreement;

"Specified Months" shall have the meaning ascribed thereto in Paragraph 10(a) (i) of this Agreement;

"Stock Sale" shall have the meaning ascribed thereto in Paragraph 13(a) of this Agreement;

"Subject Guaranteed Amount" shall have the meaning ascribed thereto in Paragraph 14(c) (ii) of this Agreement;

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"Subject Operating Income" shall have the meaning ascribed thereto in Paragraph 14(c) (i) of this Agreement;

"Subject Quarter" shall have the meaning ascribed thereto in Paragraph 14(c) of this Agreement;

"Subject Year" shall have the meaning ascribed thereto in Paragraph 14(c) of this Agreement;

"Subsidiaries" means the Bureaus, Accounts Management and the Acquired Corporations, collectively;

"Subsidiaries' Appraiser" means one of the largest fifteen (15) investment banking firms (as measured by total revenues) in the United States as to which information pertaining to revenues is publicly available, selected by Subsidiaries to appraise the Subsidiaries' Assets and Liabilities;

"Subsidiaries' Assets and Liabilities" shall have the meaning ascribed thereto in Paragraph 11(b) of this Agreement;

"Subsidiaries' Current Assets Amount" shall have the meaning ascribed thereto in Paragraph 11(a) (v) of this Agreement;

"Subsidiaries' Long-Term Debt Amount" shall have the meaning ascribed thereto in Paragraph 11(a) (v) of this Agreement;

"Subsidiaries' Net Worth Amount" shall have the meaning ascribed thereto in Paragraph 11(a) (v) of this Agreement;

"Subsidiaries' Underfunding Amount" shall have the meaning ascribed thereto in Paragraph 11(a) (v) of this Agreement;

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"Sunset Date" shall have the meaning ascribed thereto in Paragraph 13(a) of this Agreement;

"Termination Notice" shall have the meaning ascribed thereto in Paragraph 12(a) of this Agreement;

"Test Statement" shall have the meaning ascribed thereto in Paragraph 14(c) of this Agreement;

"Third Appraiser" means one of the largest fifteen (15) investment banking firms (as measured by total revenues) in the United States as to which information pertaining to revenues is publicly available, selected by mutual agreement of the CBI Appraiser and the Subsidiaries' Appraiser to appraise the Subsidiaries' Assets and Liabilities;

"Total Revenue" shall have the meaning ascribed thereto in Paragraph 14(b) of this Agreement;

"Total Revenue Amount" shall have the meaning ascribed thereto in Paragraph 10(c) of this Agreement;

"Two-Month Period" shall have the meaning ascribed thereto in Paragraph 4(i) of this Agreement;

"Year-to-Date Guaranteed Amount" shall have the meaning ascribed thereto in Paragraph 14 (c) (iv) of this Agreement; and

"Year-to-Date Operating Income" shall have the meaning ascribed thereto in Paragraph 14(c) (iii) of this Agreement;

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## II. CONVERSION TO ACROPAC SYSTEM(TM)

1. Conversion Services: (a) Certain automated credit reporting records and other such files of Bureaus require conversion to permit utilization of the ACROPAC System(TM) with respect thereto pursuant to this Agreement. CBI shall convert such automated credit reporting records and other such files of Bureaus for use on the ACROPAC System(TM) in accordance with the provisions of Paragraph 3 of this Agreement.

(b) Bureaus shall obtain from Bureaus' current provider of automated

credit reporting services the computer documentation, sample files on magnetic tape, file copies and other pertinent data, information and documents necessary to accomplish such file conversion by CBI. Any costs incurred by Bureaus' current provider of automated credit reporting services for preparation and delivery by such current provider of such data, documents, documentation, sample files or complete copies, on magnetic tape, of the files and data of Bureaus maintained or held by such current provider, including, but not limited to, costs of copying, preparing and shipping of the necessary data, will be borne by CBI. CBI shall pay for all costs of conversion, including such programming and related tasks as are necessary to convert Bureaus' files and records from the system of Bureaus' current provider to the ACROPAC System(TM) data format.

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(c) Bureaus will designate and make available to CBI a representative qualified to assist in the resolution of issues arising during conversion, including those involving missing data, incomplete data or data which is incompatible with the ACROPAC System(TM). CBI shall provide data processing personnel to accomplish necessary systems and conversion tasks and shall designate a representative for liaison with Bureaus.

(d) Bureaus shall provide CBI at all reasonable times with access to all files, records and other material necessary for the conversion of Bureaus' data and shall permit CBI, or cause CBI to be permitted, to place such equipment on the premises of Bureaus as is reasonably necessary to effect the conversion of Bureaus' data to the ACROPAC System(TM).

(e) In preparing Bureaus' magnetic tapes, files and records for conversion hereunder and in converting the same, CBI shall apply the purge rules as set forth by Exhibit B hereto.

(f) Bureaus will cooperate with and reasonably assist CBI regarding conversion of reporting records, files and other information of Bureaus to the ACROPAC System(TM) as provided in this Paragraph 1.

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## 2. Master Register System:

(a) Prior to the commencement of conversion, Bureaus shall reasonably assist CBI in preparing the Master Register System, as described in Exhibit C attached hereto, for utilization of the ARAPAC II component of the ACROPAC System(TM).

(b) Prior to the commencement of conversion, Bureaus shall provide to CBI complete current lists of all customers of Bureaus, along with the account numbers of each customer and such other information concerning each customer as CBI shall reasonably request. Upon receipt of said lists and information, CBI shall assign to each customer of Bureaus new account numbers compatible with the ACROPAC System(TM). CBI shall also provide Bureaus with a table reflecting the conversion from the old account numbers to the new numbers.

(c) CBI also shall provide each Bureau from time to time at no charge with a list of additional account numbers to be assigned to any future customers of such Bureau in quantities sufficient for such purpose. Each Bureau shall be responsible for assigning such additional account numbers to new customers of such Bureau, and such Bureau shall maintain its customer Master Register on the ACROPAC System(TM) through equipment of such Bureau.

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3. Conversion Completion: CBI warrants that conversion of all records and files of Bureaus to the ACROPAC System(TM) shall be completed by, and the online date with respect to all such converted data shall occur no later than, the date which is eighteen (18) months from the date of this Agreement, at or prior to 7:00 a.m., Eastern Standard/Eastern Daylight Time (the "Online Cut-Over Date"). Bureaus agree to cooperate with CBI in order to complete such conversion by the Online Cut-Over Date. Each Bureau shall, within thirty (30) days after receipt of a written request from CBI, provide to CBI the following: (i) a test tape that consists of at least one percent (1%) of the records and files of such Bureau to be converted to the ACROPAC System(TM); (ii) information concerning the record layout, specifications and billing system related to the records and files to be converted hereunder; and (iii) two (2) complete sets, on magnetic tape or tapes, of the entire credit reporting file of such Bureau to be converted hereunder. If CBI fails to convert all such records and files of Bureaus to the ACROPAC System(TM) by the Online Cut-Over Date, then Bureaus shall receive monthly credits on invoices, commencing with the first month after the Online Cut-Over Date, for any lost revenues, extraordinary expenses and other damages sustained by Bureaus arising from CBI's late conversion of such records and files (collectively, the "Late Conversion Damages"). Any such credits for the Late

Conversion Damages shall be given in addition to any amounts paid by CBI pursuant to Paragraph 14 of this Agreement, and such credits shall in no event be deemed a payment made by CBI pursuant to Paragraph 14 of this Agreement.

### III. ACROPAC(TM) SERVICES

4. Services Description. Commencing with completion of conversion of all records and files of any Bureau to the ACROPAC System(TM) or the Online Cut-Over Date, whichever shall first occur, and for the term of this Agreement:

(a) (i) CBI shall furnish and provide to such Bureau ACROPAC(TM) online services hereunder for all credit data and records owned or in the possession of such Bureau, all of which data and records shall be included upon the ACROPAC System(TM) and identified with respect to such Bureau in accordance with Paragraph 7 hereof, as such data and records are updated, supplemented and periodically purged in accordance herewith, and for all consumer credit reporting and similar or related services based upon or utilizing such data and records.

(ii) In the service areas listed on Exhibit E attached hereto, such Bureau shall use, employ and participate in the ACROPAC System(TM), pursuant to and in accordance with this Agreement exclusively (that is, to the exclusion of all other automated credit reporting or credit information systems), for all consumer credit data or records owned or law-

fully possessed by such Bureau, including all credit reporting data and records of such Bureau within the ACROPAC System(TM), as identified pursuant to Paragraph 7 hereto and as updated, supplemented, and periodically purged in accordance herewith, to the extent such Bureau uses such consumer credit data or records to provide consumer credit reporting services. In the service areas listed on Exhibit E attached hereto, CBI shall provide during the term of this Agreement ACROPAC(TM) online services and other services described herein only and exclusively to Bureaus, those credit bureaus receiving credit reporting services from CBDC on the date hereof (limited, however, to those zip codes now assigned to such credit bureaus and identified on Exhibit F), any credit bureaus acquired in such service areas by CSC or any Bureau, and any customers of any of the foregoing.

(b) CBI shall have no responsibility whatsoever for the cost, operation, maintenance or other features of any telecommunication system or network used by such Bureau or its customers in connection with services provided under this Agreement from the front-end processor(s) outward to the customer terminals; provided that CBI shall pay all costs relating to the network management function and all such front-end processor(s), which are located at the CBI data processing center in Atlanta, Georgia. CBI agrees to provide host based network management software for use in isolat-

ing and resolving communication systems problems and to cooperate fully with such Bureau in using such software for such function.

(c) For purposes of this Agreement, the term "online" shall mean direct access to credit information maintained in the ACROPAC System(TM) to which any Bureau is entitled to access pursuant to, and for purposes or uses permitted by, this Agreement by means of the appropriate inquiry through a terminal maintained by such Bureau or by a customer of such Bureau. With respect to each Bureau, credit reporting services hereunder shall commence on the Online Cut-Over Date or the completion of conversion of all records and files of such Bureau to the ACROPAC System(TM), whichever shall first occur.

(d) In accordance with the Autodata Input provisions of Exhibit C hereto and subject to the provisions of Paragraph 4(i) of this Agreement, CBI will, at its expense, update each Bureau's credit data subject to this Agreement with such traditional credit record autodata input from credit grantor sources which then supply the same to either CBI or such Bureau. Unless CBI specifically directs to the contrary, such Bureau shall be responsible for obtaining such automated record data and authorization for its use from suppliers that supply to such Bureau. From time to time, CBI may obtain and add to each Bureau's ACROPAC System(TM) files, other data (including that described by Paragraph 7(b) herein below)

generally not included within traditional credit grantor trade autodata input.

(e) CBI shall purge credit data on the ACROPAC system(TM) identified

as belonging to such Bureau pursuant to Paragraph 7 hereof in accordance with the retention requirement of the Fair Credit Reporting Act (15 U.S.C.ss.1681, et seq.) and the purge rules of CBI as set forth on Exhibit B hereto. Any other purging of such Bureau's data shall be performed only by mutual consent of CBI and such Bureau.

(f) Services under this Agreement shall not include the use or sale of credit data of CBI, any credit bureau owned by CBI or of any Affiliate Bureau for purposes not authorized by CBI (which purposes shall be authorized by CBI during times when similar authorization is permitted to any Affiliate Bureau or credit bureau owned by CBI), and no Bureau shall utilize or sell any such data, or permit any customer of such Bureau to utilize or sell any such data, for unauthorized purposes.

(g) CBI shall provide, at CBI's expense, all new product developments, system enhancements, advertising and promotion of the ACROPAC System(TM). In connection therewith, a representative of Bureaus shall be appointed by CBI to the Change Control Board which shall be maintained by CBI for the purpose of formulating, directing, prioritizing and mon-

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itoring such developments, enhancements, advertising and promotion.

(h) CSC and such Bureau shall be entitled to access all data, features, functions, components, services, benefits and options of the ACROPAC System(TM) and other credit reporting or collections systems offered to any credit bureau owned by CBI or any Affiliate Bureau, at the Most Favored Customer Rate.

(i) CBI agrees to use its best efforts to cause, during any two-month period during the term of this Agreement (a "Two-Month Period"):

(1) The ACROPAC System(TM) to be fully operational and accessible online by terminals of Bureaus and their customers for an average, computed over the entire said Two-Month Period, of not less than ninety-eight percent (98%) of the hours indicated in Paragraph 5 of this Agreement; and

(2) CBI's ACROPAC(TM) average response time per response to Bureaus, computed over the entire said Two-Month Period, to be not more than ten (10) seconds; and

(3) Ninety percent (90%) of all non-malfunctioning automated record data reCBIved by CBI from vendors or any Bureau during said Two-Month Period to be updated within fourteen (14) days of reCBIpt by CBI, and one hundred percent (100%) of all such non-malfunctioning automated record data to be updated within twenty (20) days of reCBIpt by CBI; and new supplier data reCBIved by CBI in the standard format to be updated within thirty (30) days of reCBIpt by CBI, and malfunctioning record data that remains within the control of CBI to be updated within thirty (30) days of malfunction.

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Should CBI fail to perform to any of the above levels and should such failure not be caused by the act of a third party outside the control of CBI, Credit Services' sole remedy shall be to give notice of such failure to CBI within fifteen (15) days after the end of such Two-Month Period. CBI's sole obligation with respect to such notice shall be to respond in writing thereto within fourteen (14) days after reCBIpt thereof as to what efforts will be undertaken to correct any such failure.

(j) No pre-screening, credit promotions, marketing lists or similar programs with respect to credit data of CBI, any credit bureau owned by CBI or of any Affiliate Bureau shall be provided, performed, sold or marketed by any Bureau except solely upon and pursuant to terms and conditions authorized and agreed to by CBI (which terms in any event shall not provide for charges higher than the Most Favored Customer Rate).

(k) Subject to the condition provided in the next sentence, such Bureau shall be allowed and have the right to use the ACROPAC System(TM) to obtain, at cost, name and address data of CBI, Bureaus and credit bureaus owned by CBI for new movers services and to sell such data to customers of such Bureau. Such right to use of the ACROPAC System(TM) to obtain such data is conditioned upon CBI agreeing to the

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percentage of its share of revenues from sale of such data to such customers.

5. Time of Performance. CBI shall provide to Bureaus the online credit

reporting services described hereunder on Monday through Friday from 7:30 a.m. until 1:00 a.m., Saturday from 7:00 a.m. until 10:00 p.m., and on Sunday from 12:30 p.m. until 10:00 p.m., all Eastern Standard Time/Eastern Daylight Time; provided, however, that, notwithstanding anything hereinabove to the contrary, no such services shall be provided on Christmas or New Year's Day, and such services may be interrupted on Sundays for emergency maintenance purposes.

6. Equipment. Each Bureau, at its own expense, hereby agrees to acquire or retain such data processing equipment compatible with ACROPAC(TM) and required for such Bureau to operate and perform under this Agreement as shall be specified by CBI in its reasonable judgment. Such equipment required as of the date hereof is specified in Exhibit D attached hereto. CBI may specify such additional or different types or quantities of data processing equipment as CBI reasonably deems necessary to continue such Bureau's participation on ACROPAC(TM) and said Bureau agrees to acquire and install the same. In the event any such equipment is acquired from CBI, the terms, including warranties, associ-

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ated with acquisition or use thereof shall be solely as set forth in a separate agreement.

7. Ownership of Data. For all purposes of this Agreement, each Bureau shall be the owner of all data and information in the ACROPAC System(TM), as such may be purged, modified or enhanced from time to time, as set forth by the following:

(a) From and after the Online Cut-Over Date or the completion of conversion of all credit records and files of a Bureau, whichever shall first occur, and notwithstanding CBI's failure to properly designate data as belonging to such Bureau by coding within ACROPAC(TM), such Bureau shall be the owner of all credit records and files, including credit account data and subject files, (i) delivered to CBI by such Bureau and pertaining to those subjects residing in those service areas set forth on Exhibit E which do not have zip codes listed on Exhibit F, and (ii) delivered to CBI by suppliers of Bureaus, CBI, credit bureaus owned by CBI or Affiliate Bureaus and pertaining to those subjects residing in those service areas set forth on Exhibit E which do not have zip codes listed on Exhibit F.

(b) Notwithstanding any other provisions of this Agreement, each Bureau shall be deemed to own demographic data included within the ACROPAC(TM) files identified pursuant to Paragraph 7(a).

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(c) Each Bureau agrees that it shall cease to own any ACROPAC(TM) credit data described by Paragraphs 7(a) or 7(b) at the time the consumer subject thereof transfers residence out of the service areas defined by Exhibit E. Upon such transfer, the credit data for such consumer shall be owned by the ACROPAC(TM) Affiliate Bureau, if any, which maintains credit data files for an area encompassing the new residence of such consumer or, if there is no such Affiliate Bureau, by CBI. CBI agrees that it shall cease to own any ACROPAC(TM) credit data at the time the consumer subject thereof transfers residence into the service areas defined by Exhibit E. Upon such transfer, the credit data for such consumer shall be owned by the Bureau or the Associate, as the case may be, which maintains credit data files for an area encompassing the new residence of such consumer.

(d) CBI agrees and warrants that in the event any of the credit bureaus (the "Associates") listed on Exhibit F attached hereto (all of which are credit bureaus currently reCBiving credit reporting services from CBDC) cease using the ACROPAC System(TM), if CBI has the right to deliver, CBI shall deliver, to Bureaus upon such cessation a copy of the then current credit records and files (including credit account data, demographic data and subject files) of such credit bureau contained on the ACROPAC System(TM), together with the

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right to use and sell information contained in such credit records and files.

#### 8. Charges for ACROPAC System(TM) Services.

(a) Charges of CBI for the online services described in this Agreement shall be as follows: Each Bureau shall pay to CBI the amount set forth herein for each billable inquiry as to any credit file or data of such Bureau, whether such inquiry is made by a customer of such Bureau or any other person or party. For the purposes of this Agreement, a "billable inquiry" is defined as an inquiry into the ACROPAC System(TM), by terminal or otherwise, for the purpose of obtaining a credit report or credit data, whether oral, written or otherwise, for sale, directly or indirectly, to a customer of such Bureau or any other

person or entity. Any of the following inquiries shall not constitute a billable inquiry: (i) an inquiry from which it is determined that there is no file on an individual, unless such inquiry results in a charge to a customer of such Bureau, and (ii) any other inquiry as to which a report is not sent to a customer of such Bureau, including, without limitation, an inquiry made by such Bureau for purposes of performing maintenance on its credit files. Billable inquiry charges shall be paid only by the Bureau which owns the ACROPAC(TM) file accessed in all cases; no more than one billable inquiry shall be deemed to have occurred within twenty-four (24) hours of the first

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inquiry in respect of a single credit report, if such inquiries were made from the same inquiring account number. A record of all charges for billable inquiries shall be kept daily by CBI, and CBI shall furnish to each Bureau a report of such inquiries and the charges made therefor pursuant to Paragraph 8(b) hereof. Each Bureau shall pay to CBI for each billable inquiry the lesser of (A) the Flat Amount (as hereinafter defined) or (B) the Most Favored Customer Rate for a billable inquiry.

For purposes of this Agreement, the "Flat Amount" shall be equal to (i) during the Initial Term, \$0.230, (ii) during the first year of any Renewal Term, the sum of (I) the Flat Amount for the immediately preceding year, plus (II) ten percent (10%) of the Flat Amount for such immediately preceding year, and (iii) during any year which is not part of the Initial Term or is not the first year of any Renewal Term (a "Following Year"), the Flat Amount for the immediately preceding year increased by the lesser of (X) the percentage increase of the Most Favored Customer Rate applied by CBI at the beginning of such Following Year for a billable inquiry or (Y) the percentage increase of the Index for the month ending immediately prior to the first day of such Following Year over the Index for the same calendar month occurring in the next preceding year.

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(b) Each Bureau shall be invoiced monthly for charges incurred hereunder during the month preceding such invoice. Said monthly invoice amount shall represent all monthly charges made under this Agreement, including, without limitation, those pursuant to Paragraph 8(a), and including any excise, use, privilege, or sales or other similar tax or assessment (but excluding any tax on income or other similar tax) now or hereafter imposed upon such Bureau by or under the authority of any federal, state or local law, rule or regulation with respect to the services or materials furnished under this Agreement. All invoices shall be due and payable by such Bureau within thirty (30) days from date of receipt of invoice.

(c) CBI and Bureaus shall comply with the procedures and terms of the Cost Allocation System, as described on Exhibit A hereto or as such terms or procedures may from time to time be modified or supplemented by CBI in its sole discretion; provided, however, that in no event shall CBI so modify or supplement the terms and procedures of the Cost Allocation System as it applies to Bureaus without so modifying and supplementing the Cost Allocation System relating to Affiliate Bureaus and credit bureaus owned by CBI. CBI and Bureaus shall make such payments, charges or remittances as may be due thereunder. Bureaus specifically acknowledge that such Cost Allocation System is of significant impor-

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tance to the proper and efficient operation of the ACROPAC System(TM) for the mutual benefit of CBI, its owned credit bureaus, Bureaus and Affiliate Bureaus. Each Bureau covenants and agrees that it will refrain from any activities inconsistent with, or contrary to, the terms or objectives of the Cost Allocation System.

(d) CBI shall charge Bureaus for services in connection with special marketing services or similar programs as described in Paragraph 4(j) above at the Most Favored Customer Rate for such services or programs.

(e) CBI shall pay to Credit Services within thirty (30) days after the end of each month during the term of this Agreement, \$0.07 per billable inquiry made during such month by any credit bureau or other entity (or customer thereof), including Bureaus (the "Royalty") regarding a subject residing in a service area set forth on Exhibit E attached hereto if the credit file on such subject is not owned by CSC or a Bureau. CBI shall notify Credit Services in writing as soon as practicable after the end of each month during the term of this Agreement of the amount of Royalty due Credit Services for such month. Credit Services shall have the right at reasonable times to inspect and review the books and records of CBI to insure that all Royalty due Credit Services hereunder is being paid by CBI to Credit Services in accordance with this Agreement.

IV. PUT AND CALL OF ASSETS

9. Certain Calculations; Payments of Consideration.

(a) If an Acquired Corporation has not been owned by CSC or any Bureau for the entire Calculation Period, then for purposes of calculating the Acquired Product, the amount of Reporting Revenues, Collection Revenues and Other Business Revenues generated by such Acquired Corporation during the Calculation Period shall be deemed to be equal to the respective amounts of Reporting Revenues, Collection Revenues and Other Business Revenues generated during the number of months (the "Owned Months") such Acquired Corporation has been owned by CSC or a Bureau, multiplied by a fraction the numerator of which is 12 and the denominator of which is the Owned Months,

(b) Any payment to be made by CBI or Equifax to CSC and/or the Subsidiaries pursuant to the provisions of Article IV or Article V of this Agreement shall be paid in cash at the offices of Credit Services by cashier's check drawn on, or by federal funds immediately available at, a financial institution designated by Credit Services from time to time.

10. Put of Accounts Management Assets and Liabilities.

(a) During the following periods or upon the occurrence of any of the following events, Accounts Management

and the Accounts Management Acquired Corporations shall have the right to sell to CBI, and require CBI to purchase and assume, the Accounts Management Assets and Liabilities on the terms hereinafter set forth:

1. At any time on or after March 25, 1991 during the term of this Agreement, but in no event after August 1, 2013;
2. If a Change of Control of CBI or Equifax shall occur during the term of this Agreement prior to March 25, 1991; or
3. If a Federal Income Tax Law Amendment (as defined in Paragraph 13(a) hereof) is enacted during the term of this Agreement prior to March 25, 1991 and CBI notifies Accounts Management within three (3) days after such Federal Income Tax Law Amendment becomes law that due to such Federal Income Tax Law Amendment Accounts Management and the Accounts Management Acquired Corporations shall have the right to sell to CBI, and require CBI to purchase and assume, the Accounts Management Assets and Liabilities.

CBI shall be bound and obligated to purchase and assume the Accounts Management Assets and Liabilities from Accounts Management within one hundred eighty (180) days after receiving written notice from Accounts Management and the Accounts Management Acquired Corporations of their intention to sell the Accounts Management Assets and Liabilities to CBI; provided, however, that if any federal governmental department or administrative agency files a motion in any court for a temporary restraining order restraining CBI's purchase of the Accounts Management Assets and Liabilities,

such 180-day period shall be extended by the number of days elapsed between the filing of such motion and the ruling (including a dismissal) on such motion and by the number of days, if any, any temporary restraining order granted by such court is in effect. CBI must notify Accounts Management in writing at least thirty (30) days prior to the closing of the sale of the Accounts Management Assets and Liabilities of CBI's intended date of closing of such sale. Subject to the provisions of Paragraph 10(a) (iii) below, the price which CBI shall pay for the purchase of the Accounts Management Assets and Liabilities (the "Accounts Management Assets and Liabilities Price") shall be as follows:

- (i) An amount equal to the sum of (A) the product of (I) 3.0, times (II) the Reporting Revenues of Accounts Management and the Accounts Management Acquired Corporations generated during the twelve calendar months immediately preceding the month in which Accounts Management and the Accounts Management Acquired Corporations give notice of their intent to sell the Accounts Management Assets and Liabilities plus (B) the product of (III) 1.0, times (IV) the Collection Revenues and Other Business Revenues of Accounts Management and the Accounts Management Acquired Corporations generated during the twelve months immediately preceding the month in which Accounts Management and the Accounts Management Acquired Corporations give notice of their intent to sell the Accounts Management Assets and Liabilities. If an Accounts Management Acquired

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than the entire twelve calendar months preceding the month in which Accounts Management gives such notice of its intent to sell the Accounts Management Assets and Liabilities, then for purposes of calculating the Reporting Revenues, Collection Revenues and Other Business Revenues of Accounts Management and the Accounts Management Acquired Corporations for such twelve-month period, the Reporting Revenues, Collection Revenues and Other Business Revenues shall be deemed to include the respective amount of Reporting Revenues, Collection Revenues and Other Business Revenues attributable to each such division or Accounts Management Acquired Corporation during the number of months (the "Specified Months") such division or Accounts Management Acquired Corporation has been owned by Accounts Management, multiplied by a fraction the numerator of which is 12 and the denominator of which is the Specified Months;

- (ii) Notwithstanding the provisions of the immediately preceding subparagraph (i), if Accounts Management and the Accounts Management Acquired Corporations give notice of their intent to sell the Accounts Management Assets and Liabilities to CBI and CBI is unable to consummate such purchase of the Accounts Management Assets and Liabilities within one hundred eighty (180) days after receiving such notice by reason of a statutory or regulatory provision or an injunction or other administrative or judicial order prohibiting the consummation of such purchase (which such provision, injunction or order shall not be enacted or issued at the request of CBI), Accounts Management and the Accounts Management Acquired Corporations shall have the right to withdraw (but shall not be required to withdraw) their notice of intent to sell and to exercise their right to renotice their intent to sell and to sell to CBI at a subsequent time, until such sale is consummated;

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provided, however, that if such provision or order is enacted or issued and Accounts Management and the Accounts Management Acquired Corporations do not withdraw their notice, then if such provision or order is rescinded or expires or is otherwise modified or affected, thus enabling CBI to consummate such purchase of the Accounts Management Assets and Liabilities, CBI shall have one hundred eighty (180) days from the date of such rescission, expiration, or other modification to consummate such purchase. In the event Accounts Management and the Accounts Management Acquired Corporations withdraw their notice and exercise their right to renotice their intent to sell to CBI at a subsequent time, the purchase price of the Accounts Management Assets and Liabilities at such subsequent time shall be determined in accordance with the procedure set forth in Paragraph 10(a) (i) above.

- (iii) Notwithstanding the provisions of the immediately preceding subparagraphs (i) and (ii), the purchase price of the Accounts Management Assets and Liabilities shall be reduced by any of the Accounts Management Current Assets Amount, the Accounts Management Long-Term Debt Amount, the Accounts Management Net Worth Amount and the Accounts Management Underfunding Amount, if any such Amount is greater than zero.

(I) "Accounts Management Current Assets Amount" shall be the amount, if any, by which total current liabilities (excluding income taxes payable) of Accounts Management and the Accounts Management Acquired Corporations exceeds total current assets (excluding cash and cash equivalents) of Accounts Management and the Accounts Management Acquired Corporations.

(II) "Accounts Management Long-Term Debt Amount" shall be the amount, if

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any, by which long-term liabilities excluding current maturities of Accounts Management and the Accounts Management Acquired Corporations (excluding notes

payable to parent, other intercompany debt and Acquisition Debt) exceeds the aggregate book value (net of accumulated depreciation and amortization) of the Operating Assets of Accounts Management and the Accounts Management Acquired Corporations.

- (III) "Accounts Management Net Worth Amount" shall be the amount, if any, by which the total stockholder's equity of Accounts Management and the Accounts Management Acquired Corporations is less than zero.
- (IV) "Accounts Management Underfunding Amount" shall be the amount of any "accumulated funding deficiency" (as defined in Section 302(a) (2) of the Employee Retirement Income Security Act of 1974, as amended, or any successor or similar law hereinafter enacted ("ERISA")) for any employee pension benefit plan (as defined in Section 3(2) of ERISA) subject to the funding requirements of Title IV of ERISA sponsored by Accounts Management or any Accounts Management Acquired Corporation.

All calculations made pursuant to subparagraph I, II or III of this subparagraph (iii) shall be made as of the last day of the month ending on or immediately preceding the date on which Accounts Management and the Accounts Management Acquired Corporations give notice of their intention to sell the Accounts Management Assets and Liabilities. All calculations made pursuant to subparagraph IV of this subparagraph (iii) shall be made as of the last day of the plan year ending on or immediately preceding the date on which Accounts Management and

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the Accounts Management Acquired Corporations give notice of their intention to sell the Accounts Management Assets and Liabilities.

(b) The "Accounts Management Assets and Liabilities" to be purchased and assumed by CBI shall consist of the following:

- (i) all of the assets (except cash and cash equivalents and stock of any wholly-owned corporation) of Accounts Management;
- (ii) all of the assets (except cash and cash equivalents) of the Accounts Management Acquired Corporations; and
- (iii) all commitments and all direct and contingent liabilities of Accounts Management and the Accounts Management Acquired Corporations incurred in the ordinary course of business of Accounts Management or the Accounts Management Acquired Corporations, as the case may be, including all contracts used in the ordinary course of business of such entities (including, for example, office leases, equipment and software leases, bureau customer contracts and employment contracts), but excluding the following:
  - (A) liabilities relating to income taxes accrued by Accounts Management and the Accounts Management Acquired Corporations, to other taxes of Accounts Management and the Accounts Management Acquired Corporations past due at the time of purchase of the Accounts Management Assets and Liabilities and to such other taxes that have not been accrued by Accounts Management and the Accounts Management Acquired Corporations,
  - (B) aggregate liabilities relating to litigation of Accounts Management and the Accounts Management Acquired

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Corporations in excess of \$187,500 (it being expressly agreed that up to \$187,500 of liabilities relating to such litigation shall be included in the Accounts Management Assets and Liabilities). For purposes of this subparagraph (b) (iii) (B), the selling entities shall retain and defend all such litigation and shall have the right, from time to time, to require CBI to reimburse such entities for all damages, losses, judgments, expenses and costs (including attorneys' fees and expenses) up to an aggregate amount equal to \$187,500,

(C) Acquisition Debt of Accounts Management and the Accounts Management Acquired Corporations, and

(D) Notes payable to parent and other intercompany debt of Accounts Management and the Accounts Management Acquired Corporations.

(c) "Accounts Management Acquired Corporations" means those Acquired Corporations (i) all of the stock or substantially all of the assets of which are acquired by Accounts Management after the date hereof, and (ii) that at the time of their respective acquisitions each meet the following test:

The Collection/Reporting Revenue Amount of such Acquired Corporation shall be equal to or greater than 80% of the aggregate Total Revenue Amount of such Acquired Corporation.

The "Collection/Reporting Revenue Amount" for any entity shall be the amount equal to the sum of all Reporting Revenues and Collection Revenues of such entity

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generated during the fiscal year immediately preceding the date on which such entity was purchased by CSC and/or a Bureau and/or Accounts Management.

The "Total Revenue Amount" for any entity shall be the amount of all revenues of such entity generated during the fiscal year immediately preceding the date on which such entity was purchased by CSC and/or a Bureau and/or Accounts Management.

(d) Accounts Management shall not purchase any Accounts Management Acquired Corporation between the date on which Accounts Management and the Accounts Management Acquired Corporations give CBI notice of their intention to sell the Accounts Management Assets and Liabilities and the date such sale is consummated; provided, however, that if such notice is withdrawn by Accounts Management and the Accounts Management Acquired Corporations pursuant to paragraph 10(a) (ii) hereof, Accounts Management may purchase any Accounts Management Acquired Corporation after such withdrawal and prior to any subsequent notice given by Accounts Management and the Accounts Management Acquired Corporations to CBI of their intention to sell the Accounts Management Assets and Liabilities.

11. Put of Subsidiaries' Assets and Liabilities. (a) During the following periods or upon the occurrence of

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any of the following events, the Subsidiaries shall have the right to sell to CBI, and require CBI to purchase and assume, the Subsidiaries' Assets and Liabilities on the terms hereinafter set forth:

1. At any time on or after March 25, 1991 during the term of this Agreement, but in no event after August 1, 2013;
2. If a Change of Control of CBI or Equifax shall occur during the term of this Agreement prior to March 25, 1991; or
3. If a Federal Income Tax Law Amendment (as defined in Paragraph 13 (a) hereof) is enacted during the term of this Agreement prior to March 25, 1991 and CBI notifies the Subsidiaries within three (3) days after such Federal Income Tax Law Amendment becomes law that due to such Federal Income Tax Law Amendment the Subsidiaries shall have the right to sell to CBI, and require CBI to purchase and assume, the Subsidiaries' Assets and Liabilities.

CBI shall be bound and obligated to purchase and assume the Subsidiaries' Assets and Liabilities from the Subsidiaries within one hundred eighty (180) days after reCBIving a joint written notice from the Subsidiaries of their intention to sell the Subsidiaries' Assets and Liabilities to CBI; provided, however, that if any federal governmental department or agency files a motion in any court for a temporary restraining order restraining CBI's purchase of the Subsidiaries' Assets and Liabilities, such 180-day period shall be extended by the number of days elapsed between the filing of such motion and the ruling (including a dismissal) on such motion and by the

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number of days, if any, any temporary restraining order granted by such court is in effect. CBI must notify the Subsidiaries in writing at least thirty (30) days prior to the closing of the sale of the Subsidiaries' Assets and Liabilities of CBI's intended date of closing of such sale. Subject to the provisions of

Paragraph 11(a) (v) below, the price which CBI shall pay for the purchase of the Subsidiaries' Assets and Liabilities shall be as follows:

- (i) If on or prior to the date ("Designated Date") which occurs three (3) years prior to the expiration date of the Initial Term ("Initial Term Expiration Date") the Subsidiaries give CBI such written notice of their intention to sell the Subsidiaries' Assets and Liabilities, the purchase price of the Subsidiaries' Assets and Liabilities shall be (A) if CBI shall have purchased the Accounts Management Assets and Liabilities prior to the purchase of the Subsidiaries' Assets and Liabilities, an amount equal to the greater of (I) Three Hundred Sixty-Five Million Dollars (\$365,000,000), minus the Accounts Management Assets and Liabilities Price, plus the Acquired Product (less any part thereof attributable to the Accounts Management Acquired Corporations), or (II) the sum of the Collection Product (less any part thereof attributable to the Collection Revenues of Accounts Management), plus the Reporting Product (less any part thereof attributable to the Reporting Revenues of Accounts Management), plus the Acquired Product (less any part thereof attributable to the Accounts Management Acquired Corporations), plus the Other Business Product (less any part thereof attributable to the Other Business Revenues of Accounts Management), plus \$21,716,000, or (B) if CBI shall not have purchased the Accounts Management Assets and Liabilities prior to such purchase of the Subsidiaries' Assets and Liabilities, an amount equal to the greater of (III) Three Hundred

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Sixty-Five Million Dollars (\$365,000,000) plus the Acquired Product, or (IV) the sum of the Collection Product, plus the Reporting Product, plus the Acquired Product, plus the Other Business Product, plus \$21,716,000;

- (ii) If on a date which occurs after the Designated Date and on or before the Initial Term Expiration Date, the Subsidiaries give CBI such written notice of their intention to sell the Subsidiaries' Assets and Liabilities, the purchase price of the Subsidiaries' Assets and Liabilities shall be an amount equal to the sum of the Collection Product plus the Reporting Product, plus the Acquired Product, plus the Other Business Product, plus \$21,716,000 (less, if CBI shall have purchased the Accounts Management Assets and Liabilities prior to the purchase of the Subsidiaries Assets and Liabilities, any part of the Collection Product, Reporting Product, Acquired Product and Other Business Product attributable to the Collection Revenues, Reporting Revenues and Other Business Revenues of Accounts Management or the Accounts Management Acquired Corporations, as the case may be);
- (iii) If after the Initial Term Expiration Date the Subsidiaries give CBI such written notice of their intention to sell the Subsidiaries' Assets and Liabilities, the purchase price of the Subsidiaries' Assets and Liabilities shall be (a) equal to an amount mutually agreed upon by CBI and the Subsidiaries as such purchase price, or (b) if CBI and the Subsidiaries cannot mutually agree upon such purchase price, determined by appraisal (which appraisal, if the Accounts Management Assets and Liabilities have previously been purchased by CBI, shall not include any value respecting the Accounts Management Assets and Liabilities) in accordance with the following procedure:

The CBI Appraiser and the Subsidiaries' Appraiser shall perform and submit within sixty (60) days after the Subsidiaries give such written notice of their intention to sell the Subsidiaries' Assets and Liabilities,

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their respective appraisals of the Subsidiaries' Assets and Liabilities. If the difference between such appraisals is an amount equal to or less than ten percent (10%) of the higher of such appraisals, the purchase price of the Subsidiaries' Assets and Liabilities shall be equal to the average of such appraisals. If the difference between the appraisals submitted by the CBI Appraiser and the Subsidiaries' Appraiser is an amount greater than ten percent (10%) of the higher of such appraisals, then CBI and the Subsidiaries shall endeavor to mutually agree upon a

purchase price that is equal to or greater than ninety percent (90%) of the higher of such appraisals. If CBI and the Subsidiaries cannot so mutually agree, the Third Appraiser shall perform and submit its appraisal of the Subsidiaries' Assets and Liabilities within sixty (60) days after its selection by the CBI Appraiser and the Subsidiaries' Appraiser. In such event, the CBI Appraiser and the Subsidiaries' Appraiser shall instruct the Third Appraiser that its appraisal must fall between the respective appraisals submitted by the CBI Appraiser and the Subsidiaries' Appraiser, and the purchase price of the Subsidiaries' Assets and Liabilities shall then be equal to the appraisal submitted by the Third Appraiser.

- (iv) Notwithstanding the provisions of the immediately preceding subparagraphs (i), (ii) and (iii), if the Subsidiaries initially give notice of their intent to sell the Subsidiaries' Assets and Liabilities to CBI and CBI is unable to consummate such purchase of the Subsidiaries' Assets and Liabilities within one hundred eighty (180) days after receiving such notice by reason of a statutory or regulatory provision or an injunction or other administrative or judicial order prohibiting

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the consummation of such purchase (which such provision, injunction or order shall not be enacted or issued at the request of CBI), the Subsidiaries shall have the right to withdraw (but shall not be required to withdraw) their notice of intent to sell and to exercise their right to renotify their intent to sell and to sell to CBI at a subsequent time, until such sale is consummated; provided, however, that if such provision or order is enacted or issued and the Subsidiaries do not withdraw their notice, then if such provision or order is rescinded or expires or is otherwise modified or affected, thus enabling CBI to consummate such purchase of the Subsidiaries' Assets and Liabilities, CBI shall have one hundred eighty (180) days from the date of such rescission, expiration or other modification to consummate such purchase. In the event the Subsidiaries withdraw their notice and exercise their right to renotify their intent to sell to CBI at a subsequent time, the purchase price of the Subsidiaries' Assets and Liabilities at such subsequent time shall be determined in accordance with Paragraph 11(a) (i), (ii) or (iii), as the case may be, based upon the point in time that such right to sell is subsequently exercised by again giving written notice to CBI.

- (v) Notwithstanding the provisions of the immediately preceding subparagraphs (i), (ii), (iii) and (iv), the purchase price of the Subsidiaries' Assets and Liabilities shall be reduced by any of the Subsidiaries' Current Assets Amount, the Subsidiaries' Long-Term Debt Amount, the Subsidiaries' Net Worth Amount and the Subsidiaries' Underfunding Amount, if any such Amount is greater than zero.

(I) "Subsidiaries' Current Assets Amount" shall be the amount, if any, by which total current liabilities (excluding income taxes payable) of the Subsidiaries exceeds total current assets (excluding cash and cash equivalents) of the Subsidiaries.

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(II) "Subsidiaries' Long-Term Debt Amount" shall be the amount, if any, by which the long-term liabilities excluding current maturities of the Subsidiaries (excluding notes payable to parent, other intercompany debt and Acquisition Debt) exceeds the aggregate book value (net of accumulated depreciation and amortization) of the Operating Assets of the Subsidiaries.

(III) "Subsidiaries' Net Worth Amount" shall be the amount, if any, by which the total stockholder's equity of the Subsidiaries is less than zero.

(IV) "Subsidiaries' Underfunding Amount" shall be the amount of any "accumulated funding deficiency" (as defined in Section 302(a) (2) of ERISA) for any employee pension benefit plan (as defined in Section 3(2) of ERISA) subject to the funding requirements of Title IV of ERISA

sponsored by any Subsidiary.

All calculations made pursuant to subparagraph I, II or III of this subparagraph (v) shall be made as of the last day of the month ending on or immediately preceding the date on which the Subsidiaries or CBI, as the case may be, give(s) notice of their or its intention to sell or purchase, as the case may be, the Subsidiaries' Assets and Liabilities. All calculations made pursuant to subparagraph IV of this subparagraph (v) shall be made as of the last day of the plan year ending on or immediately preceding the date on which the Subsidiaries or CBI, as the case may be, give(s) notice of their or its intention to sell or purchase, as the case may be, the Subsidiaries' Assets and Liabilities.

If CBI purchases the Accounts Management Assets and Liabilities prior to purchasing the Subsidiaries' Assets and Liabilities, the total current assets, total current liabilities, total stockholder's equity, long-term liabilities excluding current maturities, Operating Assets and employee pension benefit plans of Accounts Management and the Accounts Management Acquired Corporations shall

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not be included when making the calculations contemplated by this subparagraph (v).

(b) The "Subsidiaries' Assets and Liabilities" to be purchased and assumed by CBI shall consist of the following:

- (i) all of the assets (except cash and cash equivalents) of the Bureaus and, if CBI shall not have previously purchased the Accounts Management Assets and Liabilities, of Accounts Management;
- (ii) all of the assets (except cash, cash equivalents and, if CBI shall have previously purchased the Accounts Management Assets and Liabilities, assets of the Accounts Management Acquired Corporations) of the Acquired Corporations; and
- (iii) all commitments and all direct and contingent liabilities of the Bureaus, the Acquired Corporations (except, if CBI shall have previously purchased the Accounts Management Assets and Liabilities, liabilities of the Accounts Management Acquired Corporations) and, if CBI shall not have previously purchased the Accounts Management Assets and Liabilities, of Accounts Management, incurred in the ordinary course of business of Bureaus, such Acquired Corporations, or Accounts Management, as the case may be, including all contracts used in the ordinary course of business of such entities (including, for example, office leases, equipment and software leases, bureau customer contracts and employment contracts), but excluding the following:
  - (A) liabilities relating to income taxes accrued by the Subsidiaries, to other taxes of the Subsidiaries past due at the time of purchase of the Subsidiaries' Assets and Liabilities and to such other taxes that have not been accrued by the Subsidiaries,

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- (B) aggregate liabilities relating to litigation of the Bureaus, the Acquired Corporations and, if CBI shall not have previously purchased the Accounts Management Assets and Liabilities, of Accounts Management in excess of \$750,000 (it being expressly agreed that up to \$750,000 of liabilities relating to such litigation shall be included in the Subsidiaries' Assets and Liabilities if CBI shall not have previously purchased the Accounts Management Assets and Liabilities, and up to \$562,500 of such liabilities shall be included in the Subsidiaries' Assets and Liabilities if CBI shall have previously purchased the Accounts Management Assets and Liabilities). For purposes of this subparagraph (b) (iii) (B), the selling entities shall retain and defend all such litigation and shall have the right, from time to time, to require CBI to reimburse such entities for all damages, losses, judgments, expenses and costs (including attorneys' fees and expenses) up to an aggregate amount equal to \$750,000 or \$562,500, as the case may be,

(C) Acquisition Debt of the Subsidiaries, and

(D) Notes payable to parent and other intercompany debt of the Subsidiaries.

(c) "Acquired Corporations" means the corporations or other entities (i) all of the stock or substantially all of the assets of which are acquired by CSC and/or the Bureaus and/or Accounts Management after the date hereof, (ii) that are wholly-owned by CSC, directly or through one or more of the Bureaus and/or Accounts Management, as of the closing of any purchase and sale of the Subsidiaries' Assets

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and Liabilities, (iii) that individually meet the following test:

TEST 1:

The Collection/Reporting Revenue Amount of any such corporation or such other entity shall be equal to or greater than 80% of the aggregate Total Revenue Amount of such corporation or other entity.

and (iv) that collectively meet the following test:

TEST 2:

The corporations and other entities shall have been purchased by CSC and/or the Bureaus and/or Accounts Management in compliance with the following schedule:

During the following year of any Initial Term or Renewal Term: -----	The aggregate Total Revenue Amounts of all such corporations and such other entities purchased by CSC and/or the Bureaus and/or Accounts Management during such year shall not exceed: -----
1	\$20,000,000
2	\$20,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in year 1
3	\$20,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1 and 2
4	\$25,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-3
5	\$30,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-4
6	\$35,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-5
7	\$40,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the

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Bureaus and/or Accounts  
Management in years 1-6

8	\$44,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-7
9	\$48,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-8
10	\$50,000,000 less the aggregate Total Revenue Amounts of all corporations and other entities purchased by CSC and/or the Bureaus and/or Accounts Management in years 1-9

(d) The Bureaus and Accounts Management shall not purchase any Acquired Corporation between the date on which the Subsidiaries give CBI notice of their intention to sell the Subsidiaries' Assets and Liabilities and the date such sale is consummated; provided, however, that if such notice is withdrawn by the Subsidiaries pursuant to Paragraph 11 (a) (iv)

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hereof, the Bureaus and Accounts Management may purchase any Acquired Corporation after such withdrawal and prior to any subsequent notice given by the Subsidiaries to CBI of their intention to sell the Subsidiaries' Assets and Liabilities.

12. Call of Subsidiaries' Assets and Liabilities. (a) Subject to the provisions of Paragraph 13 of this Agreement, if on or prior to August 1, 2013 (i) a Change of Control of CSC shall occur while this Agreement is in effect, or (ii) (A) CSC, Bureaus and, if CBI shall not have purchased the Accounts Management Assets and Liabilities, Accounts Management give CBI written notice ("Termination Notice") at least six (6) months prior to the expiration of the Initial Term or any Renewal Term of their intention to terminate this Agreement at the end of such Initial Term or Renewal Term, as the case may be, and (B) on or prior to the last day of such Initial Term or Renewal Term, as the case may be, the Subsidiaries have not notified CBI of their intention to sell the Subsidiaries' Assets and Liabilities to CBI, then CBI shall have the right to purchase and assume, and require the Subsidiaries to sell, the Subsidiaries' Assets and Liabilities to CBI at the applicable purchase price set forth in Paragraph 11(a)(i), (ii) or (iii) of this Agreement, as the case may be, depending on the date CBI gives written notice to the Subsidiaries of its intention to purchase the Subsidiaries' Assets and Liabilities; provided, however, that such right of CBI shall exist only if CBI gives

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written notice to Subsidiaries within sixty (60) days after such Change of Control of CSC or the expiration of the Initial Term or Renewal Term, as the case may be (this Agreement being deemed for such purposes to be in effect during such sixty (60) days after the expiration of the Initial Term or Renewal Term, as the case may be, and, if such notice is given, until such purchase is consummated), of its intention to purchase the Subsidiaries' Assets and Liabilities from the Subsidiaries. The Subsidiaries shall be bound and obligated to sell the Subsidiaries' Assets and Liabilities to CBI within one hundred eighty (180) days after receiving written notice from CBI of its intention to purchase the Subsidiaries' Assets and Liabilities from the Subsidiaries.

(b) Notwithstanding the provisions of the immediately preceding subparagraph (a), if CBI gives notice of its intent to purchase the Subsidiaries' Assets and Liabilities pursuant to such subparagraph (a) and CBI is unable to consummate such purchase of the Subsidiaries' Assets and Liabilities within one hundred eighty (180) days after giving such notice by reason of a statutory or regulatory provision or an injunction or other administrative or judicial order prohibiting the consummation of such purchase (which such provision, injunction or order shall not be enacted or issued at the request of CSC or any Subsidiary), then CBI's right to purchase the Subsidiaries' Assets and Liabilities shall termi-

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nate upon the expiration of such one hundred eighty (180) days; provided,

however, that CBI shall have the right to purchase, upon the terms set forth in the immediately preceding subparagraph (a), the Subsidiaries' Assets and Liabilities upon each new Change of Control of CSC occurring while this Agreement is in effect and on or prior to August 1, 2013.

(c) If CSC, Bureaus and, if CBI shall not have purchased the Accounts Management Assets and Liabilities, Accounts Management give CBI a Termination Notice, then CBI shall provide the services of CBI and the ACROPAC system(TM) described herein to the Subsidiaries on a month-to-month basis upon the same terms and conditions contained herein until CBI consummates the purchase of the Subsidiaries' Assets and Liabilities pursuant to this Paragraph 12 or until the Subsidiaries are able to begin receiving automated credit reporting data processing services from a Person other than CBI.

### 13. Conditional Right to Require Stock Sale and Price Adjustment.

(a) If, as a result of an amendment to the federal income tax laws that becomes law after the date of this Agreement, CBI would not be entitled to depreciate the credit records and files included in any purchase and sale described in Paragraphs 10, 11 and 12 ("Asset Sale") unless

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such Asset Sale is consummated by a date which occurs more than thirty (30) days after the date that the Federal Income Tax Law Amendment becomes law ("Sunset Date") (such amendment containing such Sunset Date being hereinafter referred to as a "Federal Income Tax Law Amendment"), and if, without any default by CBI, an Asset Sale is not consummated before the Sunset Date, the Asset Sale shall be restructured as a sale of stock of Accounts Management, Credit Services, Cincinnati and Kansas City ("Stock Sale"), as the case may be, and the price shall be adjusted as provided in Paragraph 13(b). In connection with such Stock Sale, the seller shall agree to indemnify CBI against any liabilities of the entities covered by such Stock Sale which CBI would not have assumed pursuant to such Asset Sale; provided, the seller shall receive a credit in respect of such indemnity equal to the assets which would not have been transferred in such Asset Sale.

(b) If an Asset Sale is converted into a Stock Sale in accordance with Paragraph 13 (a), the purchase price for the Stock Sale shall be the price that would have been paid pursuant to Paragraph 10, 11 or 12 in the Asset Sale, reduced by an amount equal to the excess, if any, of

(1) the amount of federal income tax that the CSC Consolidated Group would have incurred on an Asset Sale, over

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(2) the amount of federal income tax that the CSC Consolidated Group incurs on the Stock Sale (determined without regard to any reduction in tax liability resulting from the indemnity under Paragraph 13 (a) above).

The "CSC Consolidated Group" means the affiliated group of corporations that file consolidated returns for federal income tax purposes of which CSC is the common parent and of which the Subsidiaries are members and any successor to such affiliated group.

13A. Generally Accepted Accounting Principles; Cooperation; Securities Laws. Collection Revenues, Reporting Revenues and Other Business Revenues shall be calculated in accordance with generally accepted accounting principles consistently applied. The Subsidiaries, CSC and CBI agree to cooperate and to act expeditiously with regard to any filings with government agencies required in connection with the transactions contemplated by Paragraphs 10, 11, 12 and 13 hereof. CBI, the Subsidiaries and CSC agree that they will not take any action or execute and deliver any undertakings that will cause any such transaction not to be exempt under applicable federal and state securities laws.

### V. GUARANTEE OF OPERATING INCOME

14. Guarantee. (a) CBI hereby agrees to guarantee during the fiscal quarters of Credit Services' fiscal years 1989 (excluding all months in fiscal year 1989 prior to August, 1988), 1990 and 1991, the aggregate operating income

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(the "Operating Income") of Cincinnati, Kansas City, Credit Services, and the direct and indirect subsidiaries of Credit Services (excluding any Acquired Corporation owned by any of the foregoing) (collectively, the "Group") upon the terms and conditions hereinafter set forth.

(b) For purposes of this Agreement, the "Guaranteed Amount" for any quarter shall mean:

- (i) For fiscal months August and September, 1988 (which shall be deemed a fiscal quarter for purposes of this Paragraph 14), the greater of (A) \$3,189,000 or (B) 16.98% of all revenue (from any source whatsoever) generated by the Group ("Total Revenue") during such two month period;
- (ii) For each of the last two fiscal quarters of fiscal year 1989, the greater of (A) \$4,814,000 or (B) 16.99% of the Total Revenue during such quarter;
- (iii) For any fiscal quarter occurring during fiscal year 1990, the greater of (A) \$5,550,000 or (B) 18.38% of the Total Revenue during such quarter; and
- (iv) For any fiscal quarter occurring during fiscal year 1991, the greater of (A) \$6,050,000 or (B) 18.13% of the Total Revenue during such quarter.

(c) Within thirty (30) days after the end of each such fiscal quarter during Credit Services' fiscal years 1989, 1990 and 1991, Credit Services shall deliver to CBI a statement (a "Test Statement") which sets forth the following information in respect of such fiscal quarter (the "Subject

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Quarter") and the fiscal year (the "Subject Year") of which such Subject Quarter is a part:

- (i) the Operating Income of the Group for such Subject Quarter (the "Subject Operating Income");
- (ii) the Guaranteed Amount for such Subject Quarter (the "Subject Guaranteed Amount");
- (iii) the sum of (A) the Subject Operating Income, plus (B) the aggregate Operating Income of the Group for all fiscal quarters (the "Preceding Quarters") in such Subject Year preceding such Subject Quarter (the "Year-to-Date Operating Income"), excluding, in fiscal year 1989, all Operating Income of the Group for months prior to August, 1988;
- (iv) the sum of (A) the Subject Guaranteed Amount, plus (B) the sum of all Guaranteed Amounts for the Preceding Quarters (the "Year-to-Date Guaranteed Amount"), excluding, in fiscal year 1989, any Guaranteed Amounts for months prior to August, 1988;
- (v) an amount (the "Net Payment Amount") equal to (A) the sum of the amounts received under this Article V by Credit Services from CBI in respect of the Preceding Quarters, reduced by (B) the sum of the amounts paid by Credit Services to CBI under this Article V in respect of the Preceding Quarters; and
- (vi) the amount of Exit Costs incurred by the Group during such Subject Quarter.

Payments to be made under this Article V shall be calculated and paid in accordance with the following procedure:

If the Subject Quarter is the first fiscal quarter of the Subject Year (the months of August and September, 1988 being deemed the first fiscal quarter of fiscal year 1989), then:

- (I) if the Subject Operating Income is less than the Subject Guaranteed Amount, then CBI shall pay Credit

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Services within ten (10) days after delivery of the Test Statement the amount by which such Subject Operating Income is less than such Subject Guaranteed Amount.

- (II) if the Subject Operating Income is equal to or greater than the Subject Guaranteed Amount, then Credit Services shall not receive from CBI, and shall not make to CBI, any payment under this Article V in respect of such Subject Quarter.

If the Subject Quarter is the second, third or fourth fiscal quarter of the Subject Year (for purposes of this Paragraph 14, fiscal year 1989 being deemed to contain only three fiscal quarters, consisting of a first, third and fourth quarters), then:

- (I) if the Subject Operating Income is less than the Subject Guaranteed Amount, then CBI shall pay Credit Services within ten (10) days

after delivery of the Test Statement an amount, if any, equal to the lesser of (A) the amount by which the Subject Operating Income is less than the Subject Guaranteed Amount, or (B) the amount by which the Year-to-Date Guaranteed Amount exceeds the Year-to-Date Operating Income.

- (II) if the Subject Operating Income is greater than the Subject Guaranteed Amount, then Credit Services shall pay CBI within ten (10) days after delivery of the Test Statement an amount, if any, equal to the lesser of (A) the amount by which the Subject Operating Income exceeds the Subject Guaranteed Amount, or (B) the Net Payment Amount.
- (III) if the Subject Operating Income is equal to the Subject Guaranteed Amount, then Credit Services shall not receive from CBI, and shall not make to CBI, any payment in respect of such Subject Quarter.

The payments made under this subparagraph (c) in respect of a Subject Year shall not be adjusted or affected in any manner by the amount of Operating Income of the Group for any other

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fiscal year, and the net amount of payments received by Credit Services in respect of a Subject Year shall never be adjusted after the adjustment contemplated by this subparagraph (c) for the last fiscal quarter of such Subject Year.

(d) "Net CBI Liability" shall mean the amount equal to the aggregate payments made by CBI to Credit Services under this Paragraph 14, reduced by the aggregate payments made by Credit Services to CBI under this Paragraph 14. The Net CBI Liability shall not exceed the Cap in any event; provided, however, that if the conversion of all records and files of Bureaus to the ACROPAC System(TM) has not been completed by the date which is thirty-two (32) months from the date of this Agreement, then there shall be no Cap and CBI shall be obligated and liable for all amounts to be paid by it pursuant to the immediately preceding subparagraphs (a)-(c) as if no limit on CBI's liability or obligations under this Article V had been set forth in this subparagraph (d). "Cap" shall mean

- (i) \$20,000,000, if the conversion to the ACROPAC System(TM) of all records and files of Bureaus and Associates is completed on or prior to the date which is twelve (12) months from the date of this Agreement;
- (ii) \$25,000,000, if the conversion to the ACROPAC System(TM) of all records and files of Bureaus and Associates is completed on or prior to the date which is eighteen (18) months from the date of this Agreement but later than the date which is twelve (12) months from the date of this Agreement;

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- (iii) an amount equal to \$30,000,000 minus the Late Conversion Damages, if the conversion to the ACROPAC System(TM) of all records and files of Bureaus and Associates is completed on or prior to the date which is twenty-four (24) months from the date of this Agreement but later than the date which is eighteen (18) months from the date of this Agreement; and
- (iv) an amount equal to \$40,000,000 minus the Late Conversion Damages, if the conversion to the ACROPAC System(TM) of all records and files of Bureaus and Associates is completed on or prior to the date which is thirty-two (32) months from the date of this Agreement but later than the date which is twenty-four (24) months from the date of this Agreement.

Once the Cap has been established and determined pursuant to this subparagraph (d) and CBI has paid Credit Services a net amount (i.e., after crediting amounts paid by Credit Services to CBI under this Article V) equal to the Cap, CBI shall not be required to make any additional payments to Credit Services pursuant to this Article V.

(e) Operating Income of the Group shall mean net income of the Group, as calculated in accordance with generally accepted accounting principles (except for the provisions for income taxes) consistently applied, before the following: (1) estimated income taxes, (2) general and administrative costs charged by parent, (3) investment and interest income, (4) interest expense and (5) interest expense charged by parent. Operating Income of the Group shall be calculated to reflect and include, but shall not be limited to, charges for insurance and other personnel and third-party charges

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allocated to Credit Services by CSC, CSC Industry Service Group (or its successor) general and administrative costs (which such general and administrative costs shall not exceed in any one fiscal year one percent (1%) of the Total Revenue generated during such fiscal year, those being 1989 (excluding Total Revenue generated during any month prior to August, 1988), 1990 and 1991), and the following costs (the "Exit Costs"): data communications expenses incurred by the Group in exiting the data processing business, the write-off of the ARIES System, the write-down of the building located at 2505 Fannin Street, Houston, Texas 77002, any termination charges relating to leases to which any of the Group is a party, severance pay paid to employees of the Group, bonuses paid to retain employees knowledgeable about the credit reporting business, and other costs to the Group of exiting the credit reporting data processing business; provided, however, that the leases listed on Exhibit I attached hereto shall be assigned (to the extent they may be assigned) by the appropriate member(s) of the Group to CBI promptly after such member(s) decide(s) such leases are no longer needed for the operation of its or their business(es), and after such assignment, such leases shall not be included in the Exit Costs. For purposes of this Agreement, the Exit Costs which may be charged in order to calculate Operating Income shall not exceed an aggregate amount of \$16,500,000 for fis-

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cal years 1989 (excluding any month in fiscal year 1989 occurring prior to August, 1988), 1990 and 1991. Total Revenue shall be calculated in accordance with generally accepted accounting principles consistently applied.

(f) For purposes of establishing CBI's liability for payments under this Article V, each member of the Group agrees to operate in the ordinary course of business (except to the extent that such member takes actions in connection with entering into this Agreement and consummating the transactions contemplated hereby, including incurring Exit Costs and other expenses arising out of this Agreement).

(g) CBI shall have the right at reasonable times to inspect and review the books and records of each member of the Group to insure that the information contained in the Test Statements is accurate.

#### VI. DURATION OF THIS AGREEMENT

15. Duration. Subject to earlier termination pursuant to Paragraph 16(a) hereof, this Agreement shall commence on the date hereof and shall continue for an initial term of ten (10) years from August 1, 1988 (the "Initial Term"). Unless Accounts Management, Bureaus and CSC shall give written notice to CBI at least six (6) months prior to the expiration of the Initial Term of Accounts Management's, Bureaus' and CSC's intention to terminate this Agreement at the end of such Initial Term, this Agreement, including all

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of its provisions, shall be automatically renewed for an additional term of ten (10) years (a "Renewal Term") and such automatic renewal of this Agreement shall continue for successive additional Renewal Terms unless such prior written notice of desire to terminate shall be given by Accounts Management, CSC and Bureaus at least six (6) months prior to the expiration of the then current Renewal Term.

#### VII. BREACH OF THIS AGREEMENT

16. Breach. (a) Notwithstanding the provisions of Paragraph 15, this Agreement may be terminated by Accounts Management, CSC and Bureaus or CBI at any time upon the failure of the other party to pay any sum required to be paid hereunder promptly when such sum shall become due (it being understood that to the extent the due date of any payment to be made hereunder is not otherwise specifically provided for herein, all payments shall be due within thirty (30) days after receipt of invoice therefor) and the continuance of such failure for a period of thirty (30) days after notice specifying such failure shall have been given to such party. Any termination under or pursuant to this Paragraph 16(a) shall be effective one hundred eighty (180) days after the date upon which the party terminating this Agreement shall have sent to the other party or parties notice by certified mail of such failure.

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(b) Upon default (other than a default specified in Paragraph 16(a)) by the other party in the performance or breach of any provision, covenant or warranty of this Agreement and the continuance of such default or breach for a period of twenty (20) business days (or such longer period as such other party may reasonably require to cure such default or breach) after notice specifying such default shall have been given to such party, the non-defaulting party shall have the right to bring suit for damages or equitable relief, but shall not have the right to terminate this Agreement. The bringing of such suit shall be the

sole and exclusive remedy of the non-defaulting party for a breach or default described by this Paragraph 16(b). Without limitation upon the foregoing, the parties hereto specifically acknowledge that defaults or breaches subject to this Paragraph 16(b) shall include: (i) the use by any Bureau, or any customer thereof, of any data of the ACROPAC System(TM) owned by CBI, by any credit bureau owned by CBI or by any Affiliate Bureau in a manner or for purposes not authorized by CBI (which purposes shall be authorized by CBI during times when similar authorization is permitted to any Affiliate Bureau or credit bureau owned by CBI); (ii) the use by CBI, any credit bureau owned by CBI or any Affiliate Bureau, or any customer thereof, of any data of the ACROPAC System(TM) owned by any Bureau in a manner or for purposes not authorized by the Bureau; (iii)

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failure to use or employ the ACROPAC System(TM) or provide consumer credit reporting services exclusively (except as contemplated by Paragraph 45 hereof) in accordance with Paragraph 4 hereof; (iv) assignment of ACROPAC System(TM) account numbers contrary to the requirements of Paragraph 2 hereof; (v) failure to comply with the procedures and terms of the Cost Allocation System pursuant to Paragraph 8(c) hereof; or (vi) any assignment or transfer, or attempted assignment or transfer, inconsistent with the provisions of Paragraph 29 of this Agreement.

17. Limitation. Except as specifically provided herein, termination pursuant to Paragraphs 15 or 16(a) above shall not limit, modify, or be in substitution for, any of the rights of action or claims under this Agreement, at law or in equity, which any aggrieved party may otherwise have.

18. Rights Upon Termination. (a) If after CBDC has ceased operating its data processing center (i) this Agreement is terminated by CBI or Equifax acting as a debtor in possession, by a trustee appointed to act for CBI or Equifax as a debtor or by a bankruptcy court in a case filed under the Federal Bankruptcy Code on behalf of CBI or Equifax, or (ii) any final and non-appealable administrative or judicial order is issued prohibiting or limiting any provision of this Agreement relating to the provision by CBI of ACROPAC(TM) services, then, in the case of (i) above, within sixty (60) days after such

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termination, or in the case of (ii) above, within sixty (60) days after such order is issued, CBI shall provide to the Bureaus (I) a complete workable current copy on magnetic tape, as designated by the Bureaus, in CBI format, of all credit data on the ACROPAC System(TM) belonging to the Bureaus, (II) a copy of the latest version of the ACROPAC System(TM) and all programs, including source code, software documentation, training manuals, and other appurtenances related thereto or derived therefrom, together with the right to use the ACROPAC System(TM) and all such related rights and properties (which right to use the ACROPAC System(TM) and such related rights and properties shall be a license granted by CBI to the Bureaus and shall be evidenced by a written License Agreement executed by CBI in the form attached hereto as Exhibit G), and (III) test tapes and assistance in conversion and training of personnel required to effect such conversion. Said tape referred to in (I) above shall be furnished to Bureaus at the then current cost to CBI of copying and preparing such complete tape. Except as set forth herein, CBI shall have no further obligation to recreate or convert the credit files and records of such Bureau after delivery of said tape; provided, however, that CBI shall provide, immediately prior to the commencement of Bureaus' independent operation of their copy of the ACROPAC System(TM), an updated complete copy on magnetic tape, in CBI format, of all credit data on the ACROPAC System(TM)

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belonging to the Bureaus. After providing to Bureaus such updated complete current copy of all credit data on the ACROPAC System(TM) belonging to the Bureaus and upon receipt of written directives from the Bureaus (and not before receipt of such written directives), CBI shall purge all such credit data belonging to the Bureaus from the ACROPAC System(TM). For a period of two (2) years after Bureau's conversion of said updated complete current copy, CBI shall not offer on a local level consumer credit reporting services relating to, and Bureaus shall not offer on a local level consumer credit reporting services other than those relating to, subjects residing in the areas set forth on Exhibit E hereto. After Bureau's conversion of said updated complete current copy, notwithstanding the provisions of Paragraph 8(e) hereof, Bureaus shall continue to receive Royalty and shall be able to perform local and national sales using said copy of the ACROPAC System(TM). Prior to the completion of such conversion by Bureaus of said updated complete current copy, and until Bureaus have notified CBI in writing that Bureaus are ready to commence their independent operation of their copy of the ACROPAC System(TM), Bureaus shall continue, at Bureaus' option, as contract customers of CBI on a month-to-month basis upon the same terms and conditions contained in this Agreement. In the case of (ii) above, this

Agreement shall terminate upon such written notification by Bureaus.

(b) If this Agreement is terminated by any party hereto pursuant to Paragraph 16 (a), following such termination CBI shall provide the services of CBI and the ACROPAC System(TM) described herein to Bureaus, at Bureaus' option, on a month-to-month basis upon the same terms and conditions contained in this Agreement until the Bureaus are able to begin receiving automated credit reporting data processing services from a Person other than CBI.

#### VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

19. Representations and Warranties of CSC, Bureaus and Accounts Management. CSC, Bureaus and Accounts Management, jointly and severally, represent and warrant to CBI as follows:

(a) Organization and Standing. Except as disclosed to CBI in writing as of the date hereof, each of CSC, the Bureaus and Accounts Management is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation, is qualified or licensed to transact business as a foreign corporation in every jurisdiction where the character of the property owned or leased by it and the nature of the business conducted by it require it to be so qualified or licensed and where the failure to be so qualified or licensed would have a material adverse effect on it.

(b) Authority. Except as disclosed to CBI in writing as of the date hereof, each of CSC, the Bureaus and Accounts Management has the full corporate power and authority to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act, approval or consent of any other Person whomsoever, except such as have been, or will be, obtained. This Agreement has been approved by the respective Boards of Directors, or the Executive Committees thereof, of each of them, and constitutes the valid and legally binding obligation of each of CSC, the Bureaus and Accounts Management enforceable against each of them in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws from time to time in effect which affect the enforcement of creditors' rights generally, and except as enforcement of remedies may be limited by general equitable principles.

(c) Agreement Does Not Violate Other Instruments. Except as disclosed to CBI in writing as of the date hereof, the execution and delivery of this Agreement by each of CSC, the Bureaus and Accounts Management does not, and the consummation of the transactions contemplated hereby will not, violate any provisions of the respective Articles of Incorporation, as amended, or Bylaws, as amended, of each of CSC, the Bureaus and Accounts Management or violate or constitute an occurrence

of default under any provision of, or conflict with, result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement, instrument, or any order, judgment, decree or other arrangement to which each is a respective party or by which each is respectively bound or by which the respective assets of each are affected.

(d) Litigation. There is no suit, action, proceeding, claim or investigation pending or threatened against or affecting any of CSC, the Bureaus or Accounts Management that would impair the ability of any of CSC, the Bureaus or Accounts Management to consummate the transactions contemplated by this Agreement.

(e) Unaudited Combined Financial Statements of Credit Services. Attached hereto as Exhibit H are copies of the unaudited combined balance sheets of Cincinnati, Kansas City and Credit Services and Credit Services' direct and indirect subsidiaries, as of March 31, 1988 and June 30, 1988 and the related unaudited combining statements of earnings and the unaudited combined statements of changes in stockholder's equity and cash flow for the year ended March 31, 1988 and for the three months ended June 30, 1988, together with related footnote disclosures as of and for the year ended March 31, 1988 (the "Financial Statements") and for the three months

ended June 30, 1988 (for significant changes since March 31, 1988 only), all prepared in accordance with generally accepted accounting principles consistently applied, except for the method used by Credit Services in

estimating for income taxes. The Financial Statements have been prepared internally by Credit Services and fairly present, except for income taxes, the combined financial condition of Cincinnati, Kansas City, Credit Services and Credit Services' direct and indirect subsidiaries and the results of their operations for the periods presented. The amounts included in such Financial Statements are included in the consolidated accounts of CSC. Any liabilities incurred or accrued since June 30, 1988 to the date of this Agreement were incurred or accrued in the ordinary course of business and do not, either individually or in the aggregate, have a material adverse effect on the combined assets of Cincinnati, Kansas City, Credit Services and Credit Services' direct and indirect subsidiaries.

(f) On the date hereof, the Bureaus, Accounts Management and CBDC own or lease all of the assets used in the Reporting Services and Collection Services businesses of CSC.

20. Representations and Warranties of Equifax and CBI. Equifax and CBI, jointly and severally, represent and warrant to CSC, the Bureaus and Accounts Management as follows:

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(a) Organization and Standing. Each of Equifax and CBI is a duly organized and validly existing corporation in good standing under the laws of Georgia, and is qualified or licensed to transact business as a foreign corporation in every jurisdiction where the character of the property owned or leased by it and the nature of the business conducted by it require it to be qualified or licensed, and where the failure to be so qualified or licensed would have a material adverse effect on it.

(b) Corporate Power and Authority. Each of Equifax and CBI has the full corporate power and authority to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act, approval or consent of any other Person whomsoever, except such as have been, or will be, obtained. This Agreement has been approved by the respective Boards of Directors of Equifax and CBI, or the Executive Committees thereof, and constitutes the valid and binding obligation of each of Equifax and CBI enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws from time to time in effect which affect the enforcement of creditors' rights generally, and except as enforcement of remedies may be limited by general equitable principles.

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(c) Agreement Does Not Violate Other Instruments. The execution and delivery of this Agreement by Equifax and CBI does not, and the consummation of the transactions contemplated hereby will not, violate any provisions of the respective Articles of Incorporation, as amended, or Bylaws, as amended, of Equifax and CBI or violate or constitute an occurrence of default under any provision of, or conflict with, result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement, instrument, or any order, judgment, decree or other arrangement to which each is a respective party or by which each is bound or by which the assets of each are affected.

(d) Litigation. There is no suit, action, proceeding, claim or investigation pending or threatened against or affecting Equifax or CBI that would impair the ability of Equifax or CBI to consummate the transactions contemplated by this Agreement.

21. Covenants of CSC, Bureaus and Accounts Management and CBI. (a) At the closing of any purchase and sale contemplated by Article IV of this Agreement, the Subsidiaries, Accounts Management or CSC, as the case may be, shall deliver to CBI good and marketable title to assets included in the Subsidiaries' Assets and Liabilities, the Accounts Management

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Assets and Liabilities or to the stock of Credit Services, Cincinnati, Kansas City or Accounts Management, as the case may be.

(b) CSC covenants that, so long as the provisions of Articles IV and V of this Agreement remain in effect, it will prepare, or cause to be prepared, and deliver, or cause to be delivered, to CBI, unaudited quarterly combined financial statements of Cincinnati, Kansas City and Credit Services (and their subsidiaries), as soon as available, accompanied by a certificate executed by an officer of Credit Services certifying that such financial statements have been prepared in accordance with generally accepted accounting principles (except for the provisions for income taxes) consistently applied subject to the right, as permitted by such principles, to choose alternative treatments of certain

matters.

(c) CBI covenants that so long as the provisions of Articles IV and V of this Agreement remain in effect, it will prepare, or cause to be prepared, and deliver, or cause to be delivered, to CSC, unaudited quarterly financial statements of CBI and representative samples of financial statements of bureaus owned by CBI (without identifying such bureaus), as soon as available, accompanied by a certificate executed by an officer of CBI certifying that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied subject

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to the right, as permitted by such principles, to choose alternative treatments of certain matters.

(d) Equifax covenants that so long as the provisions of Articles IV and V of this Agreement remain in effect, it will prepare, or cause to be prepared, and deliver, or cause to be delivered, to CSC, as soon as available, audited annual financial statements of Equifax, certified by Arthur Anderson & Co. that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied subject to the right, as permitted by such principles, to choose alternative treatments of certain matters.

#### IX. MISCELLANEOUS TERMS AND PROVISIONS

22. Limitations Upon Liability of CBI. Notwithstanding anything in this Agreement to the contrary, CSC and Bureaus agree that the liability of CBI shall be limited in respect of a breach or default of CBI's obligation to provide services pursuant to and as described in Articles II and III and Paragraphs 23 and 25 hereof as follows:

(a) in the event that the default or breach shall be the loss or destruction of credit data of Bureaus on the ACROPAC System(TM) due to an act or omission of CBI, CBI shall restore such files through utilization of back-up load tapes;

(b) in the event that the default or breach shall be the loss or destruction of equipment of the Bureaus on

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the ACROPAC System(TM) due to an act or omission of CBI, CBI shall replace such equipment; and

(c) in any other event and as to any other default or breach by CBI, CBI's liability shall be limited to actual direct damages and indirect consequential damages suffered or incurred by CSC and Bureaus; provided, however, that CBI shall not be required to pay in respect of such indirect consequential damages an amount in excess of the actual insurance proceeds received in respect of such indirect consequential damages as covered by insurance, if any, of CBI. CSC and Bureaus shall not sue CBI in order to recover proceeds of insurance against such indirect consequential damages unless and until such proceeds have been paid to CBI and not paid to CSC and the Bureaus. Nothing contained in this subparagraph (c) shall be interpreted to require CBI to carry any such insurance covering such indirect consequential damages. No limitation of liability of CBI shall apply in respect of any provision of this Agreement other than those provisions of Articles II and III and Paragraphs 23 and 25 hereof which obligate CBI to provide services pursuant to and as described in said Articles II and III and Paragraphs 23 and 25 hereof.

23. Release With Respect to Accuracy of Data. Bureaus hereby release CBI and CBI hereby releases Bureaus from any and all claims, demands, actions, causes of action, suits,

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costs, damages, expenses, compensation, penalties, liabilities and obligations of any kind or nature whatsoever arising out of or relating in any way to negligent actions concerning inaccurate or invalid information furnished by CBI to Bureaus or by Bureaus to CBI, as the case may be, in connection herewith; provided, however, that Bureaus do not hereby release CBI from any claims, demands, actions, causes of action, suits, costs, damages, expenses, compensation, penalties, liabilities, and obligations arising out of or relating in any way to (i) any invalidity or inaccuracy of promotions or pre-screenings performed by CBI for Bureaus or (ii) any violation by CBI of the Fair Credit Reporting Act.

24. Modifications to ACROPAC(TM). During the term of this Agreement, CBI may implement any and all modifications, changes or improvements to or within the ACROPAC System(TM) or with respect to the procedures or regulations

governing the operations thereof as CBI shall deem necessary, in its sole discretion after requesting and receiving within a reasonable time the input and suggestions of Bureaus, to the continued successful operation of ACROPAC(TM) or the CBI affiliate system, and Bureaus specifically agree to comply therewith. Any such modifications or improvements as implemented by CBI shall apply equally to all credit bureaus within the CBI affiliate system.

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25. Compliance With Laws. Subject to and as limited by the provisions of Paragraph 23 hereinabove, CBI agrees that in the performance by it of services under this Agreement, CBI will comply in good faith in all material respects with any federal, state or local laws, ordinances, regulations or administrative orders specifically pertaining to such services, including but not limited to, the Fair Credit Reporting Act, as such laws, ordinances, regulations or orders are presently constituted or as the same from time to time may be amended; provided, however, that nothing herein shall in any manner or to any extent alter, lessen, modify or substitute for the obligation of Bureaus to comply in good faith in all material respects with all such laws, ordinances, regulations or orders, and Bureaus specifically agree to so comply therewith. In the event that CBI shall conclude that compliance with any such future or amended law, ordinance, regulation or order will materially increase the cost of performing the services of CBI provided for by this Agreement, Bureaus and CBI shall undertake to agree upon a revised schedule of charges and fees under Paragraph 8 hereof.

26. Force Majeure. Notwithstanding any provisions to the contrary herein contained, no party hereto shall be liable to the other party for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action,

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emergency regulations, sabotage, riots, vandalism, labor strikes, or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if such delay or interruption in performance is beyond its reasonable control.

27. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, licensor-licensee (except as otherwise provided in Paragraph 18 of this Agreement), principal-agent or mutual agency relationship between or among the parties hereto, and no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party. No party, nor any employee of a party, shall be deemed to be an employee of another party by virtue of this Agreement.

28. No Third-Party Benefits. CBI, Accounts Management, CSC and Bureaus acknowledge, agree and intend that this Agreement is entered into solely for the respective benefit of each of them, each Acquired Corporation, Naples and the respective successors and permitted assigns of each, and nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity (including, without limitation on the foregoing, any customer of Bureaus), other than the parties hereto, the Acquired Corporations,

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Naples and the respective successors and permitted assigns of each, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

29. Assignment. The parties hereto acknowledge the special and unique purposes of this Agreement and, therefore, agree that, notwithstanding any other provisions to the contrary contained in this Agreement, neither this Agreement nor any of the rights or obligations hereunder shall be assignable by any Bureau, CSC or Accounts Management without the prior written consent of CBI and Equifax or by CBI or Equifax without the prior written consent of Accounts Management, CSC and Bureaus; provided, however, that CSC and any affiliate of CSC shall be permitted to assign this Agreement and their respective rights and obligations hereunder to any other affiliate of CSC without the prior written consent of CBI; and provided further, that CBI shall be permitted to assign this Agreement and its respective rights and obligations hereunder to Equifax or any affiliate of Equifax without the prior written consent of CSC, the Bureaus and Accounts Management; and provided further, that any assignment whatsoever shall contain a provision to the effect that the assignee shall assume and be subject to the terms of this Agreement and that in no event shall the assignor by such assignment be relieved of any of its obligations hereunder.

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30. Retention of Credit Data. Except as may be necessary to effect an orderly transition to a successor data processor, each Bureau specifically

covenants and agrees that during the term of this Agreement, or any renewal thereof, such Bureau will not sell, transfer or otherwise provide to any other Person (other than CBI or Equifax or affiliates of such Bureau) duplicates, in whole or material part, of the consumer credit data and credit files of such Bureau at any time subject to the ACROPAC System(TM).

31. Remote Terminals. There shall be no restrictions upon the source or type of remote terminals used by any Bureau, or any of its customers, except that such terminals shall be compatible with the ACROPAC System(TM).

32. Purchase of Supplies. Bureaus may purchase from CBI Credit Report Blank Forms 2000-A, 250-WS, 250, as well as such other supplies as CBI may make available for purchase. CBI will invoice Bureaus pursuant to Paragraph 8(b) of this Agreement for such supplies purchased at prices equal to the cost incurred by CBI in obtaining the same, plus handling and shipping expenses of CBI.

33. Sales of Reporting and Collections Businesses. CSC, Bureaus and Accounts Management covenant that during the term of this Agreement they shall not, except as contemplated herein, dispose of a material part of their Collection Services and Reporting Services businesses (except for dispositions

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made in the ordinary course of business or which do not materially adversely affect the revenues of the Group and the Acquired Corporations, in the aggregate, or dispositions to another affiliate of CSC).

34. Exclusion of Naples. The parties hereto recognize and agree that the Credit Bureau of Naples, a credit bureau owned by JHC ("Naples"), shall not initially receive credit reporting data processing services from CBI pursuant to this Agreement. If, however, in the future JHC wishes Naples to receive such data processing services from CBI, CBI shall provide such services and shall charge for such services upon the terms contained in this Agreement. The assets and liabilities of Naples shall be included in the Subsidiaries' Assets and Liabilities (as if Naples were a Bureau) in the sales contemplated by Paragraphs 11 and 12 of this Agreement.

35. CSC Guaranty of Performance. CSC hereby unconditionally guarantees to CBI the prompt and full performance and payment when due of all obligations set forth in this Agreement of the Bureaus and Accounts Management and the payment of all costs and expenses incurred by CBI in enforcing CSC's guaranty, including reasonable attorneys' fees. CSC's guaranty shall be unlimited as to amount and shall be a continuing guaranty. CSC hereby waives notice of acceptance of its guaranty and of any liability to which it applies or may apply. CSC's guaranty is an absolute guaranty of performance

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and payment and not of collection, and CSC waives any right to require that any action be brought by CBI against Bureaus and/or Accounts Management prior to requesting CSC to perform under its guaranty. Should CBI seek to enforce the obligations of CSC under this guaranty in any court, CSC waives any necessity, substantive or procedural, that a judgment previously be rendered against Bureaus and/or Accounts Management, or that any action be brought against Bureaus and/or Accounts Management, or that Bureaus and/or Accounts Management be joined in such cause. The obligations of CSC under this guaranty shall not be affected in any way by receivership, insolvency, bankruptcy or other proceedings affecting Bureaus and/or Accounts Management.

CBI may at any time, without the consent of or notice to CSC (unless otherwise required herein), and without impairing or releasing the obligations of CSC under this guaranty, upon or without any terms or conditions and in whole or in part: (1) change the manner and terms or extend the time of performance or payment of, or alter, any obligation of Bureaus and/or Accounts Management hereby guaranteed, and CSC's guaranty shall apply to said obligations as such may be changed, extended or altered in any manner; (2) exercise or refrain from exercising any rights against Bureaus and/or Accounts Management; (3) settle or compromise any obligations hereby guaranteed or hereby incurred; and (4) apply any sums

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paid in respect of any obligation of Bureaus and/or Accounts Management regardless of what other obligations of Bureaus and/or Accounts Management to CBI remain unpaid.

Notwithstanding any payment made by CSC by reason of this guaranty, CSC shall not be subrogated to the rights of CBI until all obligations guaranteed hereunder have been paid or performed. No delay on the part of CBI in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such right.

36. Equifax Guaranty of Performance. Equifax hereby unconditionally guarantees to CSC, Bureaus and Accounts Management the prompt and full performance and payment when due of all obligations set forth in this Agreement of CBI and the payment of all costs and expenses incurred by CSC, Bureaus and Accounts Management in enforcing Equifax's guaranty, including reasonable attorneys' fees. Equifax's guaranty shall be unlimited as to amount and shall be a continuing guaranty. Equifax hereby waives notice of acceptance of its guaranty and of any liability to which it applies or may apply. Equifax's guaranty is an absolute guaranty of performance and payment and not of collection, and Equifax waives any right to require that any action be brought by CSC, Bureaus and Accounts Management against CBI prior to requesting Equifax to perform under its guaranty. Should CSC, Bureaus and Accounts Management seek to enforce the obligations of Equifax under

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this guaranty in any court, Equifax waives any necessity, substantive or procedural, that a judgment previously be rendered against CBI, or that any action be brought against CBI, or that CBI be joined in such cause. The obligations of Equifax under this guaranty shall not be affected in any way by receivership, insolvency, bankruptcy or other proceedings affecting CBI.

CSC, Bureaus and Accounts Management may at any time, without the consent of or notice to Equifax (unless otherwise required herein), and without impairing or releasing the obligations of Equifax under this guaranty, upon or without any terms or conditions and in whole or in part: (1) change the manner and terms or extend the time of performance or payment of, or alter, any obligation of CBI hereby guaranteed, and Equifax's guaranty shall apply to said obligations as such may be changed, extended or altered in any manner; (2) exercise or refrain from exercising any rights against CBI; (3) settle or compromise any obligations hereby guaranteed or hereby incurred; and (4) apply any sums paid in respect of any obligation of CBI regardless of what other obligations of CBI to CSC, Bureaus or Accounts Management remain unpaid.

Notwithstanding any payment made by Equifax by reason of this guaranty, Equifax shall not be subrogated to the rights of CSC, Bureaus or Accounts Management until all obligations guaranteed hereunder have been paid or performed.

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No delay on the part of CSC, Bureaus or Accounts Management in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such right.

37. Notices. All notices, requests, demands, and other communications hereunder shall be in writing except as expressly stated in this Agreement, and shall be deemed to have been duly given when received upon delivery by hand or by certified mail, return receipt requested, addressed as follows:

- (a) If to Accounts Management, CSC or the Bureaus:

At the respective addresses set forth on Page 1 of this Agreement, to the attention of the respective Presidents. A copy of any notice to any Bureau or Accounts Management shall also be sent to CSC, to the attention of the President of CSC.

- (b) If to CBI or Equifax:

The Credit Bureau, Incorporated of Georgia  
1600 Peachtree Street, N.W.  
Post Office Box 4091  
Atlanta, Georgia 30302  
Attention: President

The parties hereto may, by notice given hereunder, designate any further or different addresses to which such notices shall be sent.

38. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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39. Exhibits. All Exhibits attached hereto are a part of this Agreement and are expressly incorporated herein.

40. Confidentiality of ACROPAC System(TM). Accounts Management, CSC and Bureaus acknowledge and agree that CBI is the owner of the ACROPAC System(TM) and of all interests, programs, codes, software documentation or other appurtenances related thereto or derived therefrom. Accounts Management, CSC and Bureaus further acknowledge and agree that the ACROPAC System(TM) and any codes,

procedures or ACROPAC System(TM) documentation are confidential and proprietary to CBI. Except as contemplated by Paragraph 18 hereof, during the term of this Agreement and thereafter, Accounts Management, CSC and Bureaus agree to maintain, and Accounts Management, CSC and Bureaus agree to cause their respective directors, officers, employees and agents to maintain, in strict confidence and not to disclose to any other person or entity, all such information, materials and know-how as may be provided to Accounts Management, Bureaus or CSC by CBI during the term of this Agreement and to take such actions as are necessary to protect against disclosure thereof. Except as contemplated by Paragraph 18 hereof, Accounts Management, CSC and Bureaus shall make no use of any such information, materials and know-how whatsoever except solely for the purpose of this Agreement, in accordance with the terms and during the existence of this Agreement. Unless

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otherwise provided herein, upon the termination of this Agreement, Bureaus will return to CBI all manuals, materials and documents pertaining to CBI or the ACROPAC System(TM) obtained from CBI during the term hereof, and all copies and partial copies thereof.

41. Confidentiality of Information. From time to time during this Agreement, Accounts Management, CSC and Bureaus may receive from CBI and CBI may receive from Accounts Management, CSC or any Bureau, confidential, competitive or commercially sensitive information concerning the business of CBI or CSC or such Bureau or Accounts Management, as the case may be, marketing, sales or products of CBI, credit bureaus owned by CBI or of Affiliate Bureaus or of CSC or such Bureau or Accounts Management, as the case may be, which, when provided to CSC, Bureaus, Accounts Management or CBI, as the case may be, is not generally known by the public. CSC, Bureaus, Accounts Management and CBI agree to maintain and agree to cause their respective directors, officers, employees and agents to maintain such information in strict confidence, to not disclose the same to any other person or entity and to take all appropriate action to protect against disclosure thereof.

42. Injunctive Relief. Accounts Management, CSC, Bureaus and CBI acknowledge and agree that use or disclosure of the information described by Paragraphs 40 and 41 of this

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Agreement in a manner inconsistent with this Agreement will give rise to irreparable injury to CBI or Accounts Management, CSC and Bureaus, as the case may be, which cannot be adequately compensated in damages and that CBI or Accounts Management, CSC and Bureaus, as the case may be, may seek and obtain equitable, injunctive relief to prevent or restrain such unauthorized use or disclosure, together with any other remedies which may be available to CBI or Accounts Management, CSC and Bureaus, as the case may be.

43. Use of ACROPAC(TM) Services. Except as provided in Paragraph 18 of this Agreement, CBI does not convey or transfer, nor does any Bureau obtain any right or interest in, any of the programs, systems, data or materials utilized or provided by CBI in the performance of this Agreement. Under this Agreement, CBI provides ACROPAC(TM) services solely to Bureaus and their customers (including the credit bureaus located in Hopkinsville, Kentucky, Longview, Texas and Wichita Falls, Texas) and Bureaus agree that they will not, except as provided in Paragraph 46 of this Agreement, resell or subcontract such services to other credit bureaus or to any other Person.

44. CBI Affiliate System. Bureaus specifically acknowledge that CBI provides to Affiliate Bureaus and credit bureaus owned by CBI ACROPAC(TM) services from CBI and that CBI maintains procedures for the efficient provision of such services and coordination among credit bureaus owned by CBI,

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Affiliate Bureaus and CBI. Bureaus agree that they will comply with such reasonable directives and reasonable guidelines with respect to operation of the CBI affiliate system and cooperation among credit bureaus owned by CBI, Affiliate Bureaus and Bureaus as CBI may promulgate from time to time. Except as contemplated by Paragraph 45 hereof, (i) access by Bureaus, CBI, credit bureaus owned by CBI and Affiliate Bureaus to the respective files of each shall be only for obtaining credit data solely for purposes or uses authorized and permitted by the ACROPAC System(TM) and the bureau so accessed and (ii) no access to, or use of, credit data from such respective bureau files shall be permitted other than in accordance with authorization by the accessed bureau and by CBI.

45. No Limitation on Business. Nothing contained in this Agreement shall prevent, or be construed to prevent, Accounts Management, CSC, the Bureaus and any direct or indirect subsidiary thereof from entering into or engaging in any credit reporting, collection or other business of any kind or nature in any area or locality. Nothing contained in this Agreement shall prevent Accounts

Management, CSC, the Bureaus and any such subsidiary from accessing any information stored in the ACROPAC System(TM) and then processing and incorporating such information into any of their products or services, so long as such parties comply with all applicable laws when using such information. The charge for each such

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access shall be determined in accordance with Paragraph 8(a) hereof.

46. Conversion of Associates. Credit Services shall use its best efforts to cause CBDC to assign the service contracts between CBDC and credit bureaus currently using the data processing services of CBDC to CBI as soon as practicable after the date of this Agreement. If any such customer of CBDC refuses to consent to such assignment to CBI, CBI, as a subcontractor of CBDC, shall provide its services and the services of the ACROPAC System(TM) to such customer, and Credit Services shall cause CBDC to remit to CBI for the provision of such services any amounts received by CBDC from such customer for the performance of services under such service contract of said customer.

47. Credit Bureau of Albuquerque. Credit Services hereby agrees that it shall not, if both CBI and the Credit Bureau of Albuquerque ("Albuquerque") have, on or before December 31, 1988, executed a definitive purchase agreement (providing for the purchase by CBI of all of the assets or stock of Albuquerque) or a data processing service contract (providing for the furnishing by CBI of ACROPAC System(TM) services), receive any Royalty with respect to billable inquiries made regarding subjects residing in New Mexico (except for subjects residing in the zip codes set forth on Exhibit J attached hereto, which zip codes are in the service areas of

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the Amarillo Credit Association and Retail Merchant's Association, Inc. located in Lubbock, Texas). If CBI consummates such purchase of Albuquerque contemplated by said definitive purchase agreement or provides such ACROPAC(TM) services pursuant to said service contract, the State of New Mexico (except for the zip codes set forth on Exhibit J attached hereto) shall be deleted from Exhibit E as of the date of such definitive purchase agreement or service contract.

#### 48. Special Provisions

(a) In the event that as of any time first occurring after the date of its acquisition ("acquisition date") by CSC and/or the Bureaus and/or Accounts Management, an Acquired Corporation (i) conducts a consumer credit reporting business pertaining to subjects residing in those service areas set forth in Exhibit E and (ii) either is provided ACROPAC(TM) services by CBI or is not precluded by a contract between such Acquired Corporation and a third party from being provided ACROPAC(TM) services by CBI, then the parties hereto and said Acquired Corporation shall execute an addendum to this Agreement which adds such Acquired Corporation as a party hereto and which provides that wherever the term "Bureau" or "Bureaus" appears in the following Paragraphs of this Agreement, such term shall be deemed to include such Acquired Corporation:

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- (A) Paragraphs 1 through 3 (except such Paragraphs shall not apply if the Acquired Corporation is already an Affiliate Bureau; and further except that the Online Cut-Over Date shall occur on a date mutually and reasonably agreeable to CBI and such Acquired Corporation);
- (B) Paragraphs 4 through 8 (except the exclusions as to Exhibit F set forth in Paragraph 7(a) shall not apply to the extent such Acquired Corporation owns files on subjects residing in zip codes listed on Exhibit F)
- (C) Paragraphs 16 through 18;
- (D) Paragraphs 22 through 25;
- (E) Paragraphs 29 through 33;
- (F) Paragraphs 36 through 37; and
- (G) Paragraphs 40 through 45.

(b) In the event that as of any time first occurring after its acquisition date, an Acquired Corporation (i) conducts a consumer credit reporting business pertaining to subjects residing in service areas other than those set forth in Exhibit E, (ii) is provided ACROPAC(TM) services by CBI or is not precluded by a contract between such Acquired Corporation and a third party from being provided ACROPAC(TM) services by CBI, and (iii) if such services are

not being provided by CBI, receives permission from CBI to be served by CBI on the ACROPAC System(TM) then the parties hereto and said Acquired Corporation shall execute an addendum to this Agreement which adds such Acquired Corporation as a party hereto and which provides that wherever the term "Bureau" or "Bureaus" appears in the following Para-

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graphs of this Agreement, such term shall be deemed to include such Acquired Corporation:

- (A) Paragraphs 1 through 3 (except such Paragraphs shall not apply if the Acquired Corporation is already an Affiliate Bureau; and further except that the Online Cut-over Date shall occur on a date mutually and reasonably agreeable to CBI and such Acquired Corporation; and further except that the Acquired Corporation shall pay all costs of conversion of its files);
- (B) Paragraphs 4 (a) (i) and 4 (b) through (k);
- (C) Paragraphs 5 through 8 (except that references to service areas in Paragraph 7(a) shall be to service areas covered by files owned by such Acquired Corporation; further except that references in Paragraph 7(c) to service areas defined by Exhibit E shall instead be deemed to be references to service areas covered by files owned by such Acquired Corporation; further except that Paragraph 7(d) shall not be applicable under any circumstance; and further except that a charge for a billable inquiry under Paragraph 8(a) shall be equal to the Most Favored Customer Rate);
- (D) Paragraphs 16 through 18 (except that the reference in Paragraph 18 (a) to areas set forth in Exhibit E shall be deemed to be a reference to the service areas of such Acquired Corporation);
- (E) Paragraphs 22 through 25;
- (F) Paragraphs 29 through 33;
- (C) Paragraphs 36 through 37; and
- (H) Paragraphs 40 through 45.

(c) In the event an Acquired Corporation conducts a consumer credit reporting business pertaining to subjects residing in service areas other than those set forth in

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Exhibit E, CSC agrees that (i) if such Acquired Corporation is not provided ACROPAC(TM) services by CBI, CSC, at CBI's request and to the extent not prohibited by a contract between such Acquired Corporation and a third party, will deliver to CBI a copy of the consumer credit reporting file owned by such Acquired Corporation; (ii) CBI shall have an option to purchase the Acquired Corporation at a price equal to the price paid by CSC for such Acquired Corporation, which option shall terminate on the later to occur of (x) the first anniversary of the acquisition date of such Acquired Corporation or (y) the date on which conversion of the consumer credit reporting file owned by such Acquired Corporation is no longer prohibited by a contract between such Acquired Corporation and a third party; (iii) no such Acquired Corporation shall be deemed to be an Acquired Corporation for purposes of Article IV hereof; (iv) except to the extent permitted by CBI, employees of CSC and its affiliates shall not attend any informational meetings of the Affiliate Bureaus; and (v) promptly after such an acquisition CBI shall in writing be notified of such acquisition and shall at its request be furnished with such information which shall be reasonably adequate to inform CBI regarding its decision regarding its option to acquire such Acquired Corporation.

49. Survival. Paragraphs 12(a), 12(c), 18(a), 18(b), 40 and 41 hereof contain certain provisions which, to the extent expressly stated therein, shall survive the termination hereof.

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50. Headings. The section and other headings in this Agreement are inserted solely as a matter of convenience for reference and are not a part of this Agreement.

51. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

52. Waiver of Rights. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party shall not constitute a waiver of the rights of such party to enforce such rights and remedies with respect to any other or subsequent act or failure to act.

53. Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior Agreements between the parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or in any manner modified orally, but only by agreement in writing signed by all parties to this Agreement.

54. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall take effect as an original, and all of which, together, shall evidence one and the same Agreement.

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

THE CREDIT BUREAU, INCORPORATED  
OF GEORGIA

By: /s/ [ILLEGIBLE]

-----  
Title: President

-----  
"CBI"

EQUIFAX INC.

By: /s/ [ILLEGIBLE]

-----  
Title: Senior Vice President

-----  
"EQUIFAX"

COMPUTER SCIENCES CORPORATION

By: /s/ [ILLEGIBLE]

-----  
Title: Vice President

-----  
"CSC"

CSC CREDIT SERVICES, INC.

By: /s/ [ILLEGIBLE]

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Title: President

-----  
"CREDIT SERVICES"

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EXHIBIT A  
THE AUTOMATED CREDIT REPORTING ONLINE PACKAGE  
(ACROPAC(TM))  
SYSTEM DESCRIPTION

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GENERAL DESCRIPTION:

The CBI Automated Credit Reporting Online Package (ACROPAC(TM) or ACROPAC II System(TM)) is a complete online reporting system designed to utilize advanced computer systems to upgrade substantially the services and efficiency of today's credit bureau operations. The system was developed to meet the changing needs of the credit grantor and to meet the following objectives:

- To provide accuracy of information with speed.
- To provide more complete information required for credit granting decisions.
- To update, online, existing reference files through automated

methods.

- To be expandable and flexible in order to incorporate new bureau services as required.

The ACROPAC II SYSTEM(TM) of programs is based upon extensive computer experience, as well as the analysis of bureau operations and credit grantor requirements. All processing steps affecting the logic and the decisions relating to services which the system can provide attempt to serve the desires of the credit bureau and credit grantor for accuracy, content and usage. These programs are designed to use contemporary data processing equipment and communication

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networks. System software encompasses the following primary tasks:

- Conversion of manual records to the online system with edit rules for accuracy and statistical reports for audit purposes.
- Conversion of automated credit files from other vendors of computerized reporting services.
- Processing of credit grantor automated account history information to update and create new files on a periodic basis. ACROPAC II(TM) offers various programs to extract data from a wide range of different computer systems and record formats in order to process such data into the online system.
- Telecommunications software to control and distribute inquiries and responses to and from the computer center. This software is designed for reliability and use of low and high speed communication lines.
- The online software is a combination of many individual programs designed to provide EDP internal control functions and also provide the information in correct formats necessary for transmission and display. This software

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provides for terminal maintenance entry, billing data entry, editing of input and assistance messages to guide terminal operators.

- The System produces statistics for participating credit bureaus to assist in work organization. It maintains control of all records, including necessary purge functions.

The ACROPAC II System(TM) is designed to support many credit bureaus from a single computer center location, with a primary objective of providing required services at minimum operating cost. The concept provides for a centralized programming and operating organization equipped to guide and develop online system performance while increasing joint utilization of EDP hardware by System bureaus.

#### COMPUTER CENTER HARDWARE

The System Center currently utilizes AMDAHL 5880 and 5890 computers. Reference files are stored on random access disc units, providing large volume storage and rapid access. The Center supports compatible teletypes for credit grantor locations and Harris 9178 Series Video Display Stations with hardcopy printers at bureau locations.

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#### ONLINE BUREAU OPERATIONS

Access and display of reference files for oral reports is accomplished through Harris 9178 Video Display Stations by input of required identifying information. The Bureau operator enters the following basic items for file retrieval:

- Customer Account Number
- Display Type
- Customer Name
- Person Calling
- Name of Subject
- Address of Subject

Other items of identifying information can be entered, such as previous address and social security number, to increase the probability of an

accurate determination concerning the existence of a record on the subject of the inquiry. After the file has been read to the customer, a charge is automatically captured by the System.

The procedure for retrieving a file for updating purposes is the same as that for oral reporting; however, the file is printed by request of the terminal operator and the billing for that update is entered by the terminal operator. When the updated information has been obtained, a maintenance entry is made by the operator to update the

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automated file and a printed report may be requested. The charge of the service rendered is then entered.

Functions which can be performed by a Harris 9178 bureau terminal operator include:

- Request in--file displays
- Order hardcopy of displayed file
- Automatic capture of in-file and no--file charges
- Specific billing entries for standard services
- Add maintenance to existing files
- Create new files
- Delete files and specific items in a file
- Instruct printer to start or stop printing

All terminal input information is captured by the online system and is posted to the file by the ACROPAC II(TM) online update programs. All transactions performed by the devices are recorded on magnetic tape as well as disc recording devices for online back-up purposes statistical information generation. Two level back-ups of the online file provide for file recovery, if necessary. Such back-ups shall be created no less than once per week. At least one copy of such back-up will be stored at an off-premises location.

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#### CUSTOMER (CREDIT GRANTOR) TERMINALS

The ACROPAC II System(TM) provides the necessary software and communications facilities to support teletype compatible terminals at speeds of 10, 15, 30, 120 and 240 CPS terminals with tape capability at System bureau customer locations. These terminals provide direct access to the ACROPAC(TM) automated files. All in-file report charges are automatically captured by the System at the time of request.

#### AUTOMATIC PURGING OF OLD INFORMATION

After a bureau is operational on the ACROPAC System(TM), an online purge program deletes unwanted information, in accordance with legal guidelines, from files when retrieved. Exhibit B to this Agreement reflects purge rules currently in effect.

#### FORM DESTINATION

The System allows each participating bureau to send requests for updated reports to other bureaus on the System via the terminal. Each bureau can also return an updated report to an inquiring bureau via the terminal. The form may then be printed by the bureau receiving the report.

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#### MARKETING SERVICE CENTER

This center is capable of running CBI's online and off-line system and all support systems. This site, which is located in another part of the city, will be used in the event the primary site, housed at 1600 Peachtree Street, in Atlanta, Georgia, becomes unavailable.

#### COST ALLOCATION SYSTEM

The Cost Allocation System is designed to assist the bureau with more aggressive sales of system files and to assure that all bureaus have an incentive to build and maintain files with care and quality, thus allowing each bureau a fair return as file owner. Outlined below is how the Cost Allocation System is designed:

1. The file owner pays the Billable Inquiry charge regardless of how the file is sold.
2. The file is billed at the file owner's rate.
3. The file owner receives 100% of the revenue.
4. On direct access terminal (customer) and system to system access -

when Bureau "A's" customer receives a file from Bureau "B" at "B's" price, then Bureau "A" receives a twenty-five cents (\$.25) cost allocation from Bureau "B". On direct access terminal (customer) and system to system access - when a CBI national customer receives a file from

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Bureau "B" at "B's" price, then CBI National Sales receives a twenty-five cents (\$.25) cost allocation from Bureau "B".

5. On CRT (inhouse) access - when Bureau "A" receives a file from Bureau "B" at "B's" price, then Bureau "A" receives a fifty cents (\$.50) cost allocation from Bureau "B". On CRT (inhouse) access - when a CBI national customer receives a file from Bureau "B" at "B's" price, then CBI National Sales receives a fifty cents (\$.50) cost allocation from Bureau "B".
6. All system files are included in the Cost Allocation System.
7. Cost Allocation will occur on all in-file services.

#### CREDIT MARKETING SERVICE (CMS)

- CMS will represent the bureau at the national and regional level on promotion program sales.
- CMS will also assist the bureau on any promotion program sold by the bureau.
- CMS has a special unit in data processing dedicated to promotions and Account Monitoring.

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Interface transaction sharing takes place on promotions after data processing costs have been deducted:

1. CMS completes the sale - 75% of the net revenue goes to the affiliated bureau as the file owner and CMS receives 25% as the seller of the program.
2. Affiliated bureau completes the sale - CMS receives 6% of the net revenue. If the program is confined to one bureau, that bureau receives 94% of the net revenue.

If the revenue is between CBI or other affiliated bureaus, the owner of the file receives 75% of the net revenue. The bureau making the sale receives 25% of total net revenue.

Interface transaction sharing takes place on Account Monitoring after data processing costs have been deducted:

1. CBI/CMS completes the sale - 75% of the net revenue goes to the affiliated bureau as the file owner and CBI/CMS receives 25% as the seller of the program.
2. Affiliated bureau completes the sale - CBI/CMS receives 6% of the net revenue. If the program is

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confined to one bureau, that bureau receives 94% of the net revenue.

If the revenue is between CBI/CMS or other affiliated bureaus, the owner of the file receives 75% of the net revenue. The bureau making the sale receives 25% of total net revenue.

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#### EXHIBIT B

##### PURGE RULES FOR ACROPAC SYSTEM(TM)

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ONLINE PURGE RULES APRIL, 1983

TRADE AND NON-MEMBER TRADE----WHOLE LINE 6 YEARS 9 MONTHS FROM THE DATE OF LAST ACTIVITY (DLA), OR FROM THE DATE OPENED IF NO DATE OF LAST ACTIVITY IS

PRESENT, IF THE CURRENT STATUS IS 2 OR HIGHER. IF NO DATE OF LAST ACTIVITY OR DATE OPENED PRESENT, PURGE IMMEDIATELY IF CURRENT STATUS IS 2 OR HIGHER.

- ----WHOLE LINE 5 YEARS FROM DATE OF LAST ACTIVITY, OR FROM DATE REPORTED IF NO DATE OF LAST ACTIVITY IS PRESENT, IF CURRENT STATUS IS 0, 1 OR BLANK.

- ----30/60/90 COUNTERS (ONLY) A) IF DATE OF LAST ACTIVITY IS BLANK AND DATE OPENED IS BLANK OR OLDER THAN 6 YEARS 9 MONTHS AND CURRENT STATUS IS "0" or "1". B) IF DATE OF LAST ACTIVITY IS PRESENT AND DATE OPENED IS BLANK OR OLDER THAN 6 YEARS 9 MONTHS AND CURRENT STATUS IS "0" or "1" AND MONTHS REVIEWED IS GREATER THAN 83.

- ----PREVIOUS HIGH 5 YEARS FROM DATE OF PREVIOUS HIGH.

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- ----STATUS CODES (A, N, Q, T, U, & X) 6 MONTHS FROM DATE REPORTED. ALL OTHERS 5 YEARS FROM DATE REPORTED.

CHECKING AND SAVINGS----6 MONTHS FROM DATE REPORTED

SPECIAL SERVICE ITEMS----#1, 2, & 6----1 YEAR FROM DATE REPORTED  
#5----2 YEARS FROM DATE REPORTED  
#4 & 7----NO PURGE

INQUIRIES----2 YEARS FROM DATE OF INQUIRY (LOCAL AND FOREIGN)

NAME, ADDRESSES, EMPLOYMENTS, ID, FILE SINCE, NONRESPONSIBILITY, OTHER INCOME, DEATH NOTICES, FORMER NAME, AND ALSO KNOWN AS----NO PURGE

COLLECTION ITEMS----6 YEARS 9 MONTHS FROM DATE OF LAST PAYMENT OR DATE ASSIGNED IF NO DATE OF LAST PAYMENT, FOR BOTH PAID AND UNPAID

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FORECLOSURE, GARNISHMENT, LIEN, JUDGEMENT, DIVORCE, SECURED LOAN, SEPARATE MAINTENANCE, WAGE EARNER, SUITS, AND FINANCIAL COUNSELOR----6 YEARS 9 MONTHS FROM DATE FILED

BANKRUPTCY----9 YEARS 9 MONTHS FROM DATE FILED

FOREIGN BUREAU HEADING----1 YEAR FROM DATE REPORTED IF THERE ARE NO ITEMS UNDER THE HEADING. ITEMS UNDER THE HEADING WILL PURGE ACCORDING TO THE RULES ABOVE FOR EACH INDIVIDUAL ITEM. THE HEADING WILL NOT PURGE UNTIL THE LAST ITEM UNDER THE HEADING HAS PURGED.

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EXHIBIT C

DESCRIPTION OF ONLINE SERVICES

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REMOTE BUREAU OPERATIONS

The CBI ACROPAC System(TM) stores and maintains credit bureau records so that they are distinctively identified and immediately accessible to bureau terminal operators for oral reporting and file maintenance. Both of these activities may occur concurrently. Bureau customers with compatible terminals may also access bureau records, but only to obtain in-file credit reports. Other bureaus with appropriate telecommunication capabilities may also access ACROPAC bureau records, but for reports only. In each of these instances, the ACROPAC System(TM) will automatically note the requestor, the service rendered and the assigned charge.

Additionally, the records of each bureau are purged in accordance with the retention sections of the Fair Credit Reporting Act. The purge rules followed by CBI as of the date of this Agreement are attached hereto as Exhibit B. The purge program enhances effective reporting, efficient use of equipment and economical bureau operations.

Transmissions which require written reports will be placed in storage. On request from the bureau, those reports will be transmitted by long-line facilities to the bureau processor/printer.

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AUTODATA INPUT

The ACROPAC System(TM) has the capability of merging credit pay record information from customer accounts receivable magnetic tape into the individual subject credit files of System bureaus. Subject to the provisions of the Agreement to which this Exhibit is attached, this service is provided to each bureau on the ACROPAC System(TM). Subject also to such Agreement, no charge will be made for the periodic merging with a bureau file base of information received from any company customer tapes which pertains to subjects residing in the area described on Exhibit E to this Agreement.

#### SAFE-GUARDS

CBI employs reasonable methods and measures to safeguard against the unauthorized use of the information contained in the credit files and records of System bureaus. These safeguards include the following:

1. Operational procedures in the ACROPAC System(TM) which will validate a customer's account number before a credit report issues.
2. Customer terminals are not capable of altering any vital information in the subject files. The

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customer terminal is capable of adding only limited identifying information to files.

#### MASTER REGISTER SYSTEM---ARAPAC II

Except as otherwise agreed, Bureaus will receive customer statements each month in the same format as bureaus owned by CBI. Such statements encompass the current charges to bureau customers for each month, excluding statements for off-line billing to such customers as Associated Credit Bureau, Inc. and Credit Bureau Reports, Inc. This monthly billing service includes accounts receivable reports. Cycle billings may be required whereby billings may be prepared for various bureaus on the System at different times each month.

The CBI ACROPAC System's(TM) Data Center will transmit a Daily Record of Revenue to System bureaus, providing a record, by type of report, of the number of reports produced and the dollar amount charged from the start of each calendar month. This report offers bureau management a method of reviewing allocation of manpower resources and of identifying primary sources of revenue on a timely basis.

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#### OPERATIONAL AND TECHNICAL SUPPORT

CBI will provide to System bureaus copies of all ACROPAC(TM) Operating Manuals used by CBI in the operation of CBI automated regional centers, as the same are revised from time to time. CBI will furnish to each System bureau the identity of CBI personnel who will act as coordinators between such bureau and the ACROPAC System(TM) Data Center. Such personnel will inform bureaus of changes and improvements to the ACROPAC System(TM) and provide instructions for implementing these changes and improvements.

#### OTHER SERVICES

The System also forwards statistical reports periodically to bureaus. These reports reflect individual terminal operator performance and total credit reporting operations of the bureau. Primary statistical reports produced include:

- A. Daily
  - Operator Delete Report, on fiche
  - Terminal Audit Trail, on fiche
  - Daily Revenue Report, printed in bureau
  - Daily Transaction Listing, on fiche

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Terminal Department Daily Production Report, printed in bureau  
Terminal Department Deletion Report, printed in bureau

- B. Monthly
  - Customer Accounts Aging Schedule
  - Final Revenue Report
  - Statement Registers
  - Cost Allocation Details
  - Cost Allocation Statistics
  - Stats By Customer

Stats By Line Of Service  
Zip Code Analysis Report (Available to Bureaus in 120 days  
after the date of this Agreement or upon a revision of the  
ARAPAC System(TM))

C. On Request

Printed Code Books of Masterfile  
Masterfile Labels  
Updated Masterfile

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EXHIBIT D

EQUIPMENT REQUIRED FOR CONTINUATION OF  
BUREAU OPERATION UNDER ACROPAC SYSTEM(TM)

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EQUIPMENT

HARRIS DATA SYSTEMS

9126 - 44C PROCESSOR - 4x4  
9126 - 88C PROCESSOR - 8x8  
4 PORT 3270 ADAPTER  
4 PORT ASYNC ADAPTER  
CRTS AND KEYBOARDS  
PRINTERS

TELEPHONE SUPPORT EQUIPMENT

9600 BAUD MODEMS  
AT&T LONG LINES ----- TO ATLANTA  
DATA SETS AND LOCAL LINES  
DIAL BACK-UP SYSTEM

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EXHIBIT E

SERVICE AREAS

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SERVICE AREAS

Arkansas

Illinois (except for Cook, DeKalb,  
DuPage, Grundy, Kane, Kendall,  
Lake, McHenry and Will Counties)

Indiana

Iowa

Kansas

Kentucky

Bienville, Bossier, Caddo, Claiborne,  
Desoto, Jackson, Lincoln, Natchitoches,  
Red River, Sabine, Webster, Morehouse,  
Ouachita, Richland, Union and West Carroll  
Parishes, Louisiana

Minnesota

Missouri

Nebraska

New Mexico

North Dakota

Ohio

Oklahoma

South Dakota

Texas

Wisconsin

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EXHIBIT F

ASSOCIATES AND ASSOCIATES' ZIP CODES

EXHIBIT G

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and among The Credit Bureau, Incorporated of Georgia ("CBI"), CSC Credit Services, Inc. ("CSC"), Credit Bureau of Cincinnati, Inc. ("Cincinnati"), Credit Bureau of Greater Kansas City, Inc. ("Kansas City"), Johns Holding Company ("JHC"), and CSC Credit Services of Minnesota, Inc. ("Minnesota") (CSC, Cincinnati, Kansas City, JHC, and Minnesota being each hereinafter referred to as a "Bureau" and all of them, collectively, as "Bureaus") as of this day of \_\_\_\_\_, 19\_\_\_. In consideration of the grants and mutual covenants made in this Agreement, Bureaus and CBI agree as follows:

I. Definitions

1.1 "Permitted Sublicensee" means a corporation, which at the relevant time, qualifies as the following: An organization wholly owned by a Bureau. There shall be no more than one Permitted Sublicensee at any one time.

1.2 "The Software" means the most current version (as of the date hereof) of the CBI Automated Credit Reporting Online Package software system known as the ACROPAC System(TM).

1.3 "The Software Package" means the Software together with all programs, object code, source code, software documentation, training manuals and other appurtenances related thereto or derived therefrom.

2. License Grants

2.1 Licenses. Subject to the terms and conditions of this Agreement, CBI irrevocably grants to Bureaus:

- A. A non-exclusive license to use the Software Package at the normal respective places of business of each Bureau and Permitted

Sublicensee for the purpose of providing services to each Bureau, Permitted Sub-licensee, and persons to whom credit reporting or data processing services are provided by each Bureau or Permitted Sub-licensee;

- B. A non-exclusive license to copy the Software solely for back-up purposes.

2.2 License Limitations: Bureaus shall use the Software Package only for the purposes described in Paragraph 2.1(A). In addition, Bureaus shall not market the services provided to others by them utilizing the Software Package under or by reference to the name "ACROPAC," or any variation thereof, or in any manner that could reasonably be viewed as indicating the involvement of CBI in the provision of such services.

3. Delivery, Installation, Documentation, and Training

3.1 Software Installation: Two copies of the Software shall be delivered in machine readable format on magnetic tape in a format useable at the time of delivery. Until the system operated by Bureaus is fully operational, CBI shall

assist Bureaus with the installation of the Software as and when reasonably requested by Bureaus. During such period, and as and when reasonably requested, CBI shall provide Bureaus assistance with testing the Software and shall provide assistance with any other steps necessary to prepare the Software for use by Bureaus and/or its customers.

3.2 Training: CBI shall provide 180 trainer-days of training to Bureaus to be used as and when requested by Bureaus. One trainer-day means one day of training by one qualified instructor. Bureaus may request Phase 1 training, which means manager training at the offices of CBI in Atlanta, Georgia. Additionally, Bureaus may request Phase 2 training, which means on-site training at Bureaus' user locations. Phase 1 training requires one trainer for every three trainees. Bureaus agree to pay reasonable travel, meals, and lodging expenses for Phase 2 trainers.

3.3 Documentation: By not later than the completion of the initial

installation of the Software, CBI shall provide to each Bureau one copy of all educational, training, operations, and user manuals and similar documentation relating to the Software. Each Bureau may copy all or part of such manuals and documentation solely for internal use by such Bureau and any Permitted Sublicensee.

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3.4 Source Code: CBI shall provide to Bureaus upon completion of the Software installation the most current source code for the Software and one copy of the most current programmer documentation. Bureaus shall have a non-exclusive license to enhance, modify, or change the source code or to merge the source code with other software. Bureaus shall not provide the source code to third parties other than a Permitted Sublicensee. CBI shall provide technical training, by qualified instructors, when and as requested by Bureaus, to enable Bureaus to bring their system online in a fully operational state.

4. License Fees: Bureaus shall not be required to pay CBI any fee for use of the Software by Bureaus and any Permitted Sublicensee.

5. Confidential Information

5.1 Confidential Information: Bureaus acknowledge that CBI considers the Software Package and source code to contain confidential information belonging to CBI, and Bureaus agree and will cause a Permitted Sublicensee at all times to keep the Software Package confidential and, except as expressly permitted herein, shall not disclose or permit others to disclose the Software Package or any portion

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thereof. Bureaus are permitted to disclose the Software Package to its employees and independent contractors who are required to have knowledge of the Software Package in the performance of their duties, provided that the Bureaus require each such employee and independent contractor to keep the Software Package confidential and enforce such requirement. CBI acknowledges that in the performance of this Agreement it may have access to information which Bureaus consider confidential. Each party acknowledges that this Agreement does not convey title to any confidential information of the other party. CBI shall not copy, use, disclose, or commercially exploit or allow anyone else to copy, use, disclose, or commercially exploit the confidential information of the Bureaus without the express written consent of the Bureaus. CBI shall exercise all reasonable precautions to prevent access to, use of, or copying of the confidential information belonging to the Bureaus.

5.2 Liens: Bureaus shall not suffer or permit any lien or encumbrance of any nature or description to attach to all or any part of the Software Package or source code.

5.3 Retention of Rights: All applicable rights to patents, copyrights, trademarks and trade secrets in the Software Package shall remain the sole and separate property

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of CBI. Any authorized copies of any part of the Software Package shall include such copyright and other disclosures requested by CBI reasonably required in connection with the protection of these rights.

6. Warranty of Rights CBI warrants:

(a) that the Software does not infringe any copyright, patent right, trademark right, trade secret right, or other proprietary rights of any third party;

(b) that CBI is the owner of the Software and that it has the right and power to grant the licenses and other rights granted to Bureaus under this Agreement;

(c) that this Agreement does not violate any other agreement by which CBI may be bound;

(d) that the Software and other materials hereunder shall be provided free of all liens, claims, encumbrances and other restrictions which will interfere with the Bureaus' use and possession described in this Agreement; and

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(e) that Bureaus' use and possession of the Software and other materials will not be interrupted or otherwise disturbed by CBI or any

person, firm, or entity asserting a claim under or through CBI.

Subject to the limitations set forth elsewhere in this Section 6, CBI shall indemnify Bureaus from any violation of the Warranties of Rights provided in this Section 6 and shall, at its own expense, defend any action to the extent that such action is a violation of such Warranties of Rights or is based on a claim which if true would constitute a violation of such Warranties of Rights. CBI shall have the right to control the defense of all such claims and Bureaus may only settle such claims (1) with prior written approval from CBI or (2) if CBI refuses to indemnify Bureaus or defend such claims.

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS SECTION 6, CBI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, ARE HEREBY SPECIFICALLY EXCLUDED.

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EXCEPT WITH RESPECT TO A BREACH OF THE WARRANTY SET FORTH IN SECTION 6 (a), CBI SHALL BE LIABLE TO BUREAUS ONLY FOR DIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT AND SHALL NEVER BE OBLIGATED TO OR LIABLE TO BUREAUS FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY SUCH BREACH.

#### 7. Term and Termination

This Agreement shall be effective when signed by all parties. This Agreement shall be perpetual, unless Bureaus, in their sole discretion, terminate this Agreement.

#### 8. Miscellaneous

8.1 Bureaus shall be responsible for compliance with all applicable laws, rules, and regulations of any competent governmental authority in use and application of the Software and related materials.

8.2 In the event either party violates any term of this Agreement, the other party may obtain injunctive relief, specific performance, or any other relief available at law or in equity. In any action between the parties relating to this Agreement, the court may award all or any

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part of the costs and expenses relating to such action, including attorneys' fees, as the court shall deem just.

8.3 This Agreement shall be binding upon the parties' respective successors and permitted assignees. Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party, and any such attempted assignment shall be void except that either party may assign its rights and obligations under this Agreement to any entity controlled by, controlling, or under common control of such party, provided that such assignee assumes and agrees to perform all of the liabilities and obligations of the assigning party hereunder.

8.4 Each party shall be excused for any delay or failure to fulfill its obligations under this Agreement due to causes beyond its control such as natural disasters, acts of government, strikes of other entities, acts of war, civil disturbances, court order, or other causes beyond its reasonable control.

8.5 If any clause or provision of this Agreement is deemed or declared invalid or unenforceable, all other terms and provisions shall remain in full force and effect.

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8.6 No delay or omission by either party to exercise any right or power under this Agreement shall impair any such right or power or be construed as a waiver thereof.

8.7 CBI has the sole right and obligation to supervise, manage, direct, perform, or cause to be performed the work to be performed by CBI under this Agreement.

8.8 Except to the extent provided in that certain Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of August 1, 1988, among the parties thereto, this Agreement contains the entire understanding of the parties and supercedes all prior written or verbal agreements or representations regarding the subject hereof. No change or waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such change or waiver is sought to be enforced.

No employee, agent, or representative of either party has authority to bind such party by any oral representation or warranty.

8.9 Wherever under this Agreement one party is required to give notice to the other, such notice shall be sufficient if given in person, or if mailed by United States mail, first class postage prepaid, and addressed as follows:

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To CBI:

The Credit Bureau, Incorporated of Georgia  
1600 Peachtree Street, N.W.  
Atlanta, Georgia 30309  
Attn: Corporate Secretary

To Bureaus:

c/o CSC Credit Services, Inc.  
652 E. North Belt, Suite 400  
Houston, Texas 77060  
Attn: President

THE CREDIT BUREAU, INCORPORATED  
OF GEORGIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CSC CREDIT SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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CREDIT BUREAU OF CINCINNATI, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CREDIT BUREAU OF GREATER KANSAS  
CITY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JOHNS HOLDING COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CSC CREDIT SERVICES  
OF MINNESOTA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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EXHIBIT H

FINANCIAL STATEMENTS

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EXHIBIT I

LEASES TO BE ASSIGNED

LESSOR -----	LEASSEE -----	DATE OF LEASE OR MASTER AGREEMENT	LEASE AGREEMENT NUMBER -----
1. Comdisco, Inc.	CBDC	4/4/81	Master Lease with Equipment Schedules No. 15 (2/3/86) and No. CE-3 (5/26/87)
2. Amdahl Corporation	Credit Services	7/10/84	LA-2-84-012 (Master Agreement) with Equipment Schedules No. 1 (7/10/84) No. 3 (6/24/85) No. 4 (8/15/85) No. 5 (5/23/86) No. 6-R1 (7/17/87)
3. Memorex Finance Company	Credit Services	11/22/85	2432 (Master Lease) with Equipment Schedules No. 1 (11/22/85) No. 2 (11/22/85) No. 4 (11/22/85) No. 5 (5/27/86) No. 6 (5/27/86) No. 7 (5/27/86) No. 8 (8/28/86) No. 9 (9/18/86) No. 10 (12/30/86) No. 15 (12/31/87) No. 15A (12/3/87) No. 16 (1/19/88) No. 17 (2/24/88) No. 18 (2/24/88) No. 19 (4/21/88) No. 20 (6/24/88)
-41-			
4. IBM Credit Corporation	CSC	6/8/84	2280122 (Master Agreement) with Supplements No.87-016(6/28/87) (CBDC) No.028723-A(12/30/87) (CBDC) No.87-045(12/2/87) (CBDC) No.028723(12/30/87) (CBDC)

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EXHIBIT J

ZIP CODES IN NEW MEXICO OF  
AMARILLO CREDIT ASSOCIATION AND  
RETAIL MERCHANT'S ASSOCIATION, INC.  
(IN LUBBOCK)

LUBBOCK -----	AMARILLO -----
88101	88101
	88401
	88415

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AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 131

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=002

ZIP RANGES	TULSA, OK
67333-67333	KS
67337-67337	KS
71820-71820	AR
71822-71823	AR
71830-71830	AR
71832-71833	AR
71836-71836	AR

71841-71842 AR  
71846-71846 AR  
71851-71854 AR  
71865-71866 AR  
71927-71928 AR  
71932-71932 AR  
71936-71937 AR  
71944-71945 AR  
71953-71953 AR  
71971-71973 AR  
72701-72702 AR  
72717-72717 AR  
72727-72730 AR  
72735-72735 AR  
72741-72741 AR  
72744-72744 AR  
72753-72753 AR  
72764-72764 AR  
72769-72770 AR  
72774-72774 AR  
72821-72821 AR  
72826-72826 AR  
72835-72736 AR  
72850-72850 AR  
72855-72855 AR  
72859-72859 AR  
72863-72863 AR  
72865-72865 AR  
72901-72904 AR  
72906-72906 AR  
72913-72914 AR  
72916-72916 AR  
72920-72921 AR  
72923-72924 AR  
72926-72941 AR  
72943-72951 AR  
72955-72956 AR  
72959-72959 AR  
73027-73027  
73061-73061  
73077-73077  
73449-73449  
73701-73716  
73718-73723  
73725-73739  
73740-73749

AR918

BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 132

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=002

ZIP RANGES

73751-73761  
73763-73769  
73771-73771  
73773-73773  
73834-73834  
74000-74099  
74100-74199  
74301-74330  
74332-74334  
74336-74338  
74340-74342  
74344-74353  
74356-74357  
74359-74359  
74361-74362  
74364-74369  
74401-74404  
74420-74472  
74477-74477  
74501-74502  
74520-74529  
74533-74533  
74536-74536  
74540-74543  
74545-74555  
74557-74569  
74571-74578  
74601-74661  
74701-74724  
74726-74766

74824-74825  
74827-74830  
74832-74833  
74834-74834 \*BEST\*  
74835-74835  
74837-74839  
74841-74841  
74843-74847  
74850-74850  
74853-71853  
74855-74856  
74859-74862  
74864-74864 \*BEST\*  
74865-74867  
74869-74872  
74874-74877  
74879-74880  
74881-74881 \*BEST\*  
74882-74882  
74901-74966

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 135

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=007

ZIP RANGES LAKE CHARLES, LA

70532-70532  
70546-70546  
70549-70549  
70591-70591  
70601-70602  
70605-70606  
70609-70609  
70611-70612  
70615-70616  
70630-70637  
70639-70643  
70645-70669  
71223-71223  
71403-71403  
71437-71437  
71439-71439  
71443-71443  
71446-71446  
71459-71459  
71461-71461  
71463-71463  
71474-71475

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 136

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=008

ZIP RANGES MARION, IN

46702-46702  
46713-46713  
46750-46750  
46770-46770  
46783-46783  
46792-46792  
46911-46911  
46914-46914  
46919-46919  
46921-46921  
46926-46926  
46928-46928  
46930-46930  
46933-46933  
46938-46938  
46940-46941  
46943-46944  
46946-46946  
46951-46954  
46957-46959  
46962-46962  
46970-46971  
46973-46974  
46980-46980  
46983-46984

46986-46987  
46989-46992  
47326-47326  
47336-47336  
47348-47348  
47359-47359  
47369-47369  
47371-47371  
47373-47373  
47381-47381

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 137

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=010

ZIP RANGES AMARILLO, TX

73901-73951  
79001-79020  
79022-79029 \*BEST\*  
79034-79036  
79039-79040  
79042-79042  
79044-79051  
79053-79063  
79065-79071  
79077-79098  
79100-79188  
79201-79220  
79226-79226  
79230-79230  
79237-79237  
79240-79240  
79245-79245  
79251-79251  
79257-79257  
79261-79261  
88101-88101 NM  
88401-88401 NM  
88415-88415 NM

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 142

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=014

ZIP RANGES ELKHART, IN

46507-46507 \*BEST\*  
46514-46517  
46526-46526  
46540-46540  
46542-46543  
46550-46550  
46553-46553  
46565-46565 \*BEST\*  
46573-46573  
49112-49112 MI  
49130-49130 MI

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 144

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=016

ZIP RANGES SIOUX FALLS, SD

51230-51230 IA \*BEST\*  
51235-51235 IA \*BEST\*  
51237-51237 IA \*BEST\*  
51240-51243 IA \*BEST\*  
51246-51246 IA \*BEST\*  
52749-52749 IA  
56116-56116 MN \*BEST\*  
56128-56128 MN \*BEST\*  
56134-56134 MN \*BEST\*  
56135-56135 MN \*BEST\*  
56138-56138 MN  
56139-56140 MN \*BEST\*  
56144-56144 MN \*BEST\*  
56147-56147 MN \*BEST\*

56156-56157 MN \*BEST\*  
 56164-56164 MN \*BEST\*  
 56170-56170 MN \*BEST\*  
 56173-56173 MN \*BEST\*  
 56177-56177 MN \*BEST\*  
 56186-56186 MN \*BEST\*  
 57001-57007  
 57010-57078  
 57100-57116  
 57118-57189  
 57191-57198  
 57201-57211  
 57212-57214 \*BEST\*  
 57215-57217  
 57218-57218 \*BEST\*  
 57219-57219  
 57220-57220 \*BEST\*  
 57221-57230  
 57231-57276  
 57278-57279  
 57300-57399  
 57401-57425  
 57426-57436  
 57437-57440  
 57441-57469  
 57470-57483  
 57501-57582  
 57584-57585  
 57601-57637  
 57639-57640  
 57643-57661  
 57701-57739  
 57741-57795  
 68718-68718 NE  
 67827-68727 NE  
 68730-68730 NE  
 68736-68736 NE

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 145

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=016

ZIP RANGES

68760-67860 NE  
 68774-68774 NE  
 68783-68783 NE  
 68786-68786 NE  
 68792-68792 NE

AR918 88043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 147

TABLE NAME=88043 TABLE DATE=08/01/88

CENTER=000 BUREAU=019

ZIP RANGES FARGO, ND

56513 - 56514 MN  
 56520 - 56520 MN  
 56522 - 56522 MN  
 56525 - 56525 MN  
 56529 - 56530 MN  
 56534 - 56536 MN  
 56543 - 56543 MN \* BEST \*  
 56546 - 56547 MN  
 56549 - 56549 MN  
 56552 - 56553 MN  
 56560 - 56560 MN  
 56565 - 56565 MN  
 56579 - 56580 MN  
 56582 - 56582 MN  
 56585 - 56585 MN  
 56594 - 56594 MN  
 58001 - 58002  
 58003 - 58003 \* BEST \*  
 58004 - 58008  
 58009 - 58010  
 58011 - 58011 \* BEST \*  
 58012 - 58013  
 58014 - 58015  
 58016 - 58018  
 58020 - 58021

58023 - 58024  
58027 - 58029  
58030 - 58037  
58038 - 58041  
58042 - 58043  
58047 - 58049  
58051 - 58054  
58057 - 58063  
58064 - 58064 \* BEST \*  
58065 - 58065  
58067 - 58070  
58071 - 58071 \* BEST \*  
58072 - 58072  
58075 - 58075  
58077 - 58079  
58081 - 58081  
58102 - 58103  
58105 - 58109  
58152 - 58152  
58429 - 58429  
58432 - 58432  
58436 - 58436  
58439 - 58439  
58441 - 58441  
58447 - 58447  
58461 - 58462  
58469 - 58469  
58471 - 58471

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TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=019

ZIP RANGES

58474-58474  
58479-58480  
58490-58490  
58492-58492

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 151

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=023

ZIP RANGES ROCHESTER, MN

55009-55009  
55018-55019  
55021-55021  
55026-55027  
55041-55041  
55046-55046  
55049-55049  
55052-55053  
55058-55060  
55066-55066  
55081-55081  
55086-55089  
55310-55310  
55314-55314  
55332-55332  
55333-55333 \*BEST\*  
55335-55335  
55342-55342  
55901-55903  
55904-55904 \*BEST\*  
55905-55905  
55909-55920  
55921-55921 \*BEST\*  
55922-55931  
55932-55992  
56001-56010  
56013-56024  
56025-56025 \*BEST\*  
56026-56029  
56030-56030 \*BEST\*  
56031-56038  
56039-56039 \*BEST\*  
56040-56051  
56052-56052 \*BEST\*  
56053-56055

56056-56056 \*BEST\*  
56057-56059  
56060-56060 \*BEST\*  
56061-56062  
56063-56063 \*BEST\*  
56064-56070  
56072-56079  
56080-56080 \*BEST\*  
56081-56084  
56085-56085 \*BEST\*  
56087-56098  
56101-56101  
56110-56115  
56117-56127  
56129-56133  
56136-56137  
56141-56143  
56145-56145

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 152

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=023

ZIP RANGES

56149-56155  
56159-56162  
56165-56169  
56171-56171  
56174-56176  
56178-56181  
56183-56185  
56187-56187  
56201-56201  
56209-56209  
56212-56214  
56216-56216 \*BEST\*  
56218-56218  
56220-56220  
56222-56224  
56229-56230  
56232-56232  
56234-56234  
56237-56239  
56241-56242  
56245-56245  
56247-56247  
56251-56251  
[ILLEGIBLE]-56258  
56260-56266  
56270-56270  
56272-56272  
56275-56275  
56277-56277  
56279-56279 \*BEST\*  
56280-56282  
56283-56290  
[ILLEGIBLE]-56295  
56297-56297

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 153

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=024

ZIP RANGES

LUBBOCK, TX

79009-79009 \*BEST\*  
79021-79021 \*BEST\*  
79027-79027  
79031-79032  
79041-79041 \*BEST\*  
79043-79043 \*BEST\*  
79052-79052 \*BEST\*  
79063-79064 \*BEST\*  
79072-79073  
79082-79082 \*BEST\*  
79088-79088 \*BEST\*  
79220-79220 \*BEST\*  
79222-79222  
79229-79229 \*BEST\*  
79231-79231 \*BEST\*

79235-79236 \*BEST\*  
 79241-79241 \*BEST\*  
 79242-79242  
 79243-79244 \*BEST\*  
 79248-79248 \*BEST\*  
 79249-79249  
 79250-79250 \*BEST\*  
 79256-79258 \*BEST\*  
 79301-79314  
 79315-79315 \*BEST\*  
 79316-79324  
 [ILLEGIBLE]-79325 \*BEST\*  
 79326-79341  
 79342-79342 \*BEST\*  
 79343-79354  
 79355-79355 \*BEST\*  
 79356-79358  
 79359-79360 \*BEST\*  
 79361-79399  
 79401-79499  
 88101-88101} NM \*BEST\*

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 155

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=026

ZIP RANGES WATERLOO, IA

50041-50041  
 50227-50227  
 50401-50401  
 50420-50420  
 50421-50421 \*BEST\*  
 50423-50423 \*BEST\*  
 50424-50426  
 50427-50428  
 50430-50432  
 50433-50433 \*BEST\*  
 50434-50436  
 50438-50441  
 50444-50446  
 50447-50447 \*BEST\*  
 50448-50450  
 50452-50454  
 50455-50455 \*BEST\*  
 50456-50461  
 50464-50469  
 50470-50470 \*BEST\*  
 50471-50473  
 50475-50479  
 50481-50482  
 50484-50484 \*BEST\*  
 50602-50607  
 50610-50611  
 50612-50612 \*BEST\*  
 50613-50614  
 50616-50616  
 50619-50621  
 50622-50626  
 50628-50629  
 50630-50631  
 50633-50634  
 50635-50636 \*BEST\*  
 50638-50638  
 50640-50645  
 50647-50648  
 50649-50649 \*BEST\*  
 50650-50653  
 50655-50655 \*BEST\*  
 50657-50662  
 50665-50671  
 50673-50674  
 50676-50677  
 50680-50682  
 50701-50707  
 52001-52001  
 52030-52033  
 52039-52040  
 52043-52049  
 52051-52056  
 52060-52060

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 156

TABLE NAME=BB043      TABLE DATE=08/01/88

CENTER=000      BUREAU=026

ZIP RANGES

52064-52079  
52101-52101  
52130-52130    \*BEST\*  
52132-52132    \*BEST\*  
52133-52133  
52135-52136  
52139-52140  
52141-52141    \*BEST\*  
52142-52142  
52144-52144  
52146-52147  
52150-52151  
52154-52160  
52161-52161    \*BEST\*  
52162-52172  
52175-52175  
52207-52207  
52210-52210  
52224-52224    \*BEST\*  
52326-52326  
52329-52329  
52435-52435  
53518-53518 WI  
53554-53554 WI  
53569-53569 WI  
53573-53573 WI  
53801-53818 WI  
53820-53520 WI  
53824 53825 WI  
53827-53827 WI  
61001-61001 IL  
61025-61025 IL  
61028-61028 IL  
61036-61036 IL  
61041-61041 IL  
61059-61059 IL  
61075-61075 IL  
61086-61085 IL  
61087-61087 IL

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BB043 ZIP TABLE PRINT    DATE 08/03/88 TIME 17.30.41 PAGE 168

TABLE NAME=BB043      TABLE DATE=08/01/88

CENTER=000      BUREAU=038

ZIP RANGES      TERRE HAUTE, IN

42101-42102 KY  
42120-42120 KY  
42122-42123 KY  
42127-42128 KY  
42130-42131 KY  
42134-42134 KY  
42141-42141 KY  
42150-42150 KY  
42152-42153 KY  
42156-42156 KY  
42159-42160 KY  
42163-42164 KY  
42170-42171 KY  
42201-42202 KY  
42206-42207 KY  
42209-42210 KY  
42219-42219 KY  
42235-42235 KY  
42250-42252 KY  
42256-42257 KY  
42259-42259 KY  
42261-42261 KY  
42263-42265 KY  
42267-42268 KY  
42270-42276 KY  
42283-42285 KY  
42287-42288 KY  
47438-47438  
47441-47441    \*BEST\*  
47443-47443    \*BEST\*

47445-47445 \*BEST\*  
47449-47449 \*BEST\*  
47453-47453 \*BEST\*  
47465-47465 \*BEST\*  
47471-47471 \*BEST\*  
47596-47596  
47801-47809  
47830-47834  
47836-47838  
47840-47842  
47845-47866  
47868-47872  
47874-47882  
47884-[ILLEGIBLE]  
47928-47928  
47966-47966  
47974-47974  
47985-47985  
61912-61912 IL \*BEST\*  
61917-61917 IL \*BEST\*  
61920-61920 IL \*BEST\*

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TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=038

ZIP RANGES

61938-61938 IL \*BEST\*  
61940-61940 IL \*BEST\*  
61943-61944 IL \*BEST\*  
61948-61949 IL \*BEST\*  
61955-61955 IL \*BEST\*  
62413-62413 IL  
62420-62420 IL  
62423-62423 IL  
62427-62427 IL  
62433-62433 IL  
62440-62441 IL \*BEST\*  
[ILLEGIBLE]-62442 IL  
62447-62447 IL \*BEST\*  
62449-62449 IL  
62451-62451 IL  
62454-62454 IL  
62464-62464 IL  
62469-62469 IL \*BEST\*  
62477-62478 IL

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TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=039

ZIP RANGES PETERSBURG, VA

23002-23002  
23030-23030  
23083-23083  
23105-23105  
23147-23147  
23801-23805  
23821-23899  
23901-23975  
24529-24529  
24580-24580

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TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=045

ZIP RANGES JEFFERSON CITY, MO

63388-63388  
65001-65001  
65011-65038  
65040-65055  
65058-65067  
65069-65085  
65101-65102  
65106-65106

65109-65109 \*BEST\*  
 65231-65231  
 65251-65251 \*BEST\*  
 65262-65262 \*BEST\*  
 65401-65401  
 65435-65436  
 65440-65441  
 65443-65443 \*BEST\*  
 65446-65446  
 65449-65449  
 65452-65452  
 65456-65459  
 65461-65463  
 65470-65470  
 65473-65473  
 65486-65486 \*BEST\*  
 65532-65532  
 65534-65536  
 65540-65542  
 65550-65550  
 65552-65552  
 65556-65556  
 65559-65560  
 65565-65565  
 65572-65572  
 65580-65580  
 65582-65582 \*BEST\*  
 65583-65583  
 65786-65786 \*BEST\*  
 66201-66204 KS

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 175

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=046

ZIP RANGES JOPLIN, MO

64748-64748  
 64752-64752  
 64755-64756  
 64759-64759  
 64762-64762  
 64766-64766  
 64769-64769  
 64801-64874  
 66701-66701 KS \*BEST\*  
 66702-66702 KS  
 66710-66714 KS \*BEST\*  
 66715-66715 KS  
 66716-66720 KS \*BEST\*  
 66721-66723 KS  
 66724-66725 KS \*BEST\*  
 66726-66726 KS  
 66727-66728 KS \*BEST\*  
 66730-66730 KS \*BEST\*  
 66731-60751 KS  
 66753-66759 KS  
 66761-66766 KS  
 66768-66799 KS  
 67330-67332 KS  
 67336-67336 KS  
 67341-67342 KS  
 67350-67350 KS  
 67354-67354 KS  
 67356-67357 KS  
 67365-67365 KS  
 72711-72714 AR  
 72718-72718 AR  
 72722-72722 AR  
 72732-72734 AR  
 72736-72736 AR  
 72739-72739 AR  
 72743-72743 AR  
 72745-72745 AR  
 72747-72747 AR  
 72751-72751 AR  
 72756-72756 AR  
 72761-72761 AR \*BEST\*  
 72767-72768 AR  
 72771-72771 AR  
 74331-74331 OK  
 74335-74335 OK  
 74339-74339 OK

74343-74343 OK  
74354-74355 OK  
74358-74358 OK  
74360-74360 OK  
74363-74363 OK  
74370-74370 OK

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 176

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=047

ZIP RANGES	MICHIGAN CITY, IN
46301-46301	
46303-46303	*WIDE AREA 0001*
46304-46304	
46307-46307	*WIDE AREA 0001*
46310-46310	
46311-46311	*WIDE AREA 0001*
46319-46321	*WIDE AREA 0001*
46322-46322	
46323-46327	*WIDE AREA 0001*
46340-46342	
46345-46351	
46355-46356	*WIDE AREA 0001*
46360-46360	
46365-46365	
46366-46366	* BEST *
46367-46368	
46371-46373	
46374-46374	* BEST *
46375-46377	*WIDE AREA 0001*
46379-46381	
46382-46384	
46390-46393	
46394-46394	*WIDE AREA 0001*
46401-46404	*WIDE AREA 0001*
46405-46405	
46406-46411	*WIDE AREA 0001*
46531-46531	
46532-46532	* BEST *
46534-46534	[ILLEGIBLE]
46560-46560	
46574-46574	
46925-46925	
46960-46960	
46968-46968	
46985-46985	
46996-46996	
47922-47922	
47943-47943	
47946-47946	
47948-47948	
47951-47951	
47957-47957	
47963-47964	
47977-47978	
49116-49117 MI	* BEST *
49128-49128 MI	* BEST *
49129-49129 MI	

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 178

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=049

ZIP RANGES	COLUMBIA, MO
63333-63334	
63339-63339	
63345-63345	
63351-63353	
63361-63361	
63363-63364	
63371-63371	
63382-63382	
63384-63384	
63388-63388	
63401-63402	
63431-63431	
63433-63439	
63441-63441	

63446-63448  
63452-63452  
63456-63465  
63467-63471  
63530-63530  
63532-63534  
63537-63538  
63549-63549  
63552-63552  
63656-63656  
65010-65010  
65039-65039  
65056-65056  
65068-65068  
65201-65230  
65231-65231 \* BEST\*  
65232-[ILLEIGIBLE]  
65286-65286 \* BEST\*  
65287-65299  
65370-65370

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TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=053

ZIP RANGES CLEVELAND, OH

44001-44055  
44057-44066  
44068-44086  
44088-44099  
44101-44199

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 188

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=054

ZIP RANGES SOUTHEAST OHIO

41121 - 41121 KY \* WIDE AREA 0001 \*  
41127 - 41127 KY \* WIDE AREA 0001 \*  
41131 - 41131 KY \* WIDE AREA 0001 \*  
41135 - 41135 KY \* WIDE AREA 0001 \*  
41137 - 41137 KY \* WIDE AREA 0001 \*  
41139 - 41139 KY \* WIDE AREA 0001 \*  
41141 - 41141 KY \* WIDE AREA 0001 \*  
41144 - 41145 KY \* WIDE AREA 0001 \*  
41156 - 41156 KY \* WIDE AREA 0001 \*  
41158 - 41158 KY \* WIDE AREA 0001 \*  
41163 - 41163 KY \* WIDE AREA 0001 \*  
41166 - 41166 KY \* WIDE AREA 0001 \*  
41169 - 41170 KY \* WIDE AREA 0001 \*  
41174 - 41175 KY \* WIDE AREA 0001 \*  
41179 - 41179 KY \* WIDE AREA 0001 \*  
41183 - 41184 KY \* WIDE AREA 0001 \*  
41189 - 41189 KY \* WIDE AREA 0001 \*  
41229 - 41229 KY \* WIDE AREA 0001 \*  
43076 - 43076 \* WIDE AREA 0001 \*  
43101 - 43101 \* WIDE AREA 0001 \*  
43106 - 43106 \* WIDE AREA 0001 \*  
43111 - 43111 \* WIDE AREA 0001 \*  
43115 - 43115 \* WIDE AREA 0001 \*  
43121 - 43121 \* WIDE AREA 0001 \*  
43127 - 43128 \* WIDE AREA 0001 \*  
43135 - 43135 \* WIDE AREA 0001 \*  
43138 - 43138 \* WIDE AREA 0001 \*  
43142 - 43142 \* WIDE AREA 0001 \*  
43144 - 43145 \* WIDE AREA 0001 \*  
43149 - 43149 \* WIDE AREA 0001 \*  
43152 - 43152 \* WIDE AREA 0001 \*  
43158 - 43158 \* WIDE AREA 0001 \*  
43160 - 43160 \* WIDE AREA 0001 \*  
43701 - 43720 \* WIDE AREA 0001 \*  
43722 - 43799 \* WIDE AREA 0001 \*  
43801 - 43803 \* WIDE AREA 0001 \*  
43805 - 43830 \* WIDE AREA 0001 \*  
43836 - 43836 \* WIDE AREA 0001 \*  
43842 - 43845 \* WIDE AREA 0001 \*  
43914 - 43915 \* WIDE AREA 0001 \*  
43931 - 43931 \* WIDE AREA 0001 \*  
43946 - 43946 \* WIDE AREA 0001 \*

45105 - 45105	* WIDE AREA 0001 *
45144 - 45144	* WIDE AREA 0001 *
45601 - 45601	* WIDE AREA 0001 *
45610 - 45631	* WIDE AREA 0001 *
45633 - 45636	* WIDE AREA 0001 *
45638 - 45638	* WIDE AREA 0001 *
45640 - 45640	* WIDE AREA 0001 *
45642 - 45662	* WIDE AREA 0001 *
45669 - 45698	* WIDE AREA 0001 *
45701 - 45701	* WIDE AREA 0001 *

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TABLE NAME=BB043      TABLE DATE=08/01/88

CENTER=000      BUREAU=054

ZIP RANGES

45719 - 45721	* WIDE AREA 0001 *
45723 - 45730	* WIDE AREA 0001 *
45732 - 45732	* WIDE AREA 0001 *
45734 - 45[ILLEGIBLE]	* WIDE AREA 0001 *
45738 - 45746	* WIDE AREA 0001 *
45750 - 45750	* WIDE AREA 0001 *
45760 - 45761	* WIDE AREA 0001 *
45763 - 45764	* WIDE AREA 0001 *
45766 - 45789	* WIDE AREA 0001 *

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TABLE NAME=BB043      TABLE DATE=08/01/88

CENTER=000      BUREAU=061

ZIP RANGES

COUNCIL BLUFFS, IA

50847 - 50847	* BEST *
50864 - 50864	
51446 - 51447	* BEST *
51501 - 51503	
51510 - 51510	
51521 - 51521	
51525 - 51527	
51529 - 51534	
51536 - 51537	
51540 - 51542	
51545 - 51546	
51548 - 51551	
51553 - 51557	
51559 - 51566	
51570 - 51571	
51573 - 51579	
51601 - 51601	
51630 - 51632	
51636 - 51641	
51645 - 51645	
51647 - 51647	
51649 - 51650	
51652 - 51653	
51655 - 51656	
68110 - 68110	NE

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TABLE NAME=BB043      TABLE DATE=08/01/88

CENTER=000      BUREAU=064

ZIP RANGES

NACOGDOCHES, TX

71005 - 71005	LA	* BEST *
71019 - 71019	LA	* BEST *
71025 - 71025	LA	* BEST *
71027 - 71027	LA	* BEST *
71030 - 71030	LA	* BEST *
71032 - 71032	LA	* BEST *
71035 - 71036	LA	* BEST *
71046 - 71046	LA	* BEST *
71049 - 71050	LA	* BEST *
71052 - 71052	LA	* BEST *
71063 - 71063	LA	* BEST *
71065 - 71065	LA	* BEST *
71078 - 71078	LA	* BEST *
71406 - 71406	LA	* BEST *

71419 - 71419 LA \* BEST \*  
 71429 - 71429 LA \* BEST \*  
 71449 - 71449 LA \* BEST \*  
 71453 - 71453 LA \* BEST \*  
 71462 - 71462 LA \* BEST \*  
 71486 - 71486 LA \* BEST \*  
 75631 - 75631 \* BEST \*  
 75633 - 75633 \* BEST \*  
 75637 - 75637 \* BEST \*  
 75639 - 75639 \* BEST \*  
 75641 - 75641 \* BEST \*  
 75643 - 75643 \* BEST \*  
 75652 - 75652 \* BEST \*  
 75658 - 75658 \* BEST \*  
 75662 - 75662 \* BEST \*  
 75666 - 75667 \* BEST \*  
 75669 - 75669 \* BEST \*  
 75673 - 75673 \* BEST \*  
 75680 - 75682 \* BEST \*  
 75684 - 75685 \* BEST \*  
 75687 - 75687 \* BEST \*  
 75689 - 75689 \* BEST \*  
 75691 - 75691 \* BEST \*  
 75757 - 75757 \* BEST \*  
 75759 - 75761 \* BEST \*  
 75763 - 75764 \* BEST \*  
 75766 - 75766 \* BEST \*  
 75772 - 75772 \* BEST \*  
 75779 - 75780 \* BEST \*  
 75784 - 75788 \* BEST \*  
 75801 - 75802  
 75832 - 75832  
 75834 - 75835  
 75839 - 75839  
 75843 - 75845  
 75847 - 75847  
 75849 - 75849  
 75851 - 75851

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 209

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=064

ZIP RANGES

75856 - 75856  
 75858 - 75858  
 75861 - 75863  
 75865 - 75865  
 75901 - 75901  
 75925 - 75927  
 75929 - 75931  
 75934 - 75935  
 75937 - 75937  
 75939 - 75939  
 75941 - 75941  
 75943 - 75949  
 75954 - 75954 \* BEST \*  
 75958 - 75963  
 75968 - 75969  
 75972 - 75976 \* BEST \*  
 75978 - 75978  
 75980 - 75980  
 77326 - 77326  
 77332 - 77332  
 77335 - 77335  
 77350 - 77351  
 77360 - 77360  
 77370 - 77370  
 78961 - 78961 \* BEST \*

AR918

BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 210

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=065

ZIP RANGES CAPE GIRARDEAU, MO

62274 - 62274 IL  
 62832 - 62832 IL  
 62888 - 62988 IL  
 62901 - 62901 IL

62905 - 62907	IL
62910 - 62910	IL
62913 - 62914	IL
62916 - 62916	IL
62918 - 62918	IL
62920 - 62927	IL
62929 - 62929	IL
62932 - 62932	IL
62936 - 62936	IL
62938 - 62939	IL
62941 - 62942	IL
62948 - 62948	IL
62951 - 62 [ILLEGIBLE]	IL
62957 - 62957	IL
62959 - 62964	IL
62966 - 62967	IL
62969 - 62976	IL
62979 - 62979	IL
62983 - 62983	IL
62985 - 62985	IL
62988 - 62990	IL
62992 - 62996	IL
62998 - 62999	IL
63620 - 63621	
63623 - 63623	
63625 - 63625	
63629 - 63629	
63632 - 63636	
63638 - 63638	
63645 - 63646	
63650 - 63650	
63654 - 63655	
67658 - 63659	
63662 - 63663	
63665 - 63666	
63669 - 63669	
63673 - 63673	
63675 - 63676	
63701 - 63799	
63801 - 63882	
63901 - 63967	
72310 - 72310	AR
72313 - 72313	AR
73215 - 72315	AR
73221 - 72321	AR
72329 - 72330	AR
72338 - 72339	AR
72350 - 72351	AR

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE [ILLEGIBLE]

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=065

ZIP RANGES

72370 - 72370	
72381 - 72381	
72388 - 72388	
72391 - 72391	
72395 - 72395	
72412 - 72412	
72422 - 72422	
72425 - 72426	
72428 - 72428	AR
72430 - 72430	
72438 - 72438	
72441 - 72443	
72450 - 72450	
72453 - 72454	
72456 - 72456	
72461 - 72461	
72463 - 72464	

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 213

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=067

ZIP RANGES CHARLESTON, WV

24710 - 24711
24716 - 24716

24719 - 24720  
24726 - 24728  
24818 - 24818  
24822 - 24823  
24827 - 24827  
24834 - 24834  
24839 - 24840  
24845 - 24845  
24847 - 24847  
24849 - 24849  
24854 - 24854  
24857 - 24857  
24859 - 24860  
24867 - 24867  
24869 - 24870  
24874 - 24874  
24880 - 24880  
24882 - 24882  
24896 - 24896  
24898 - 24898  
24901 - 24999  
25002 - 25005  
25007 - 25021  
25023 - 25046  
25048 - 25075  
25077 - 25094  
25101 - 25105  
25107 - 25120  
25122 - 25122  
25124 - 25182  
25184 - 25186  
25188 - 25199  
25201 - 25236  
25238 - 25246  
25248 - 25249  
25251 - 25252  
25256 - 25257  
25259 - 25259  
25261 - 25264  
25266 - 25266  
25268 - 25279  
25281 - 25286  
25300 - 25399  
25501 - 25501  
25506 - 25506  
25513 - 25513  
25516 - 25516  
25518 - 25518  
25521 - 25529  
25536 - 25536  
25540 - 25540

AR918

BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 214

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=067

ZIP RANGES

25542 - 25544  
25546 - 25546  
25557 - 25557  
25560 - 25561  
25563 - 25569  
25571 - 25599  
25801 - 25814  
25816 - 25818  
25821 - 25882  
25901 - 25921  
25923 - 25970  
25972 - 25999  
26130 - 26130  
26136 - 26137  
26145 - 26145  
26147 - 26147  
26151 - 26151  
26153 - 26153  
26158 - 26158  
26164 - 26164  
26173 - 26173  
26202 - 26209  
26215 - 26217  
26221 - 26223  
26233 - 26233

26240 - 26240  
26261 - 26262  
26264 - 26266  
26288 - 26288  
26291 - 26291  
26298 - 26299  
26335 - 26335  
26601 - 26610  
26612 - 26633  
26639 - 26635  
26639 - 26699

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 215

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=068

ZIP RANGES SOUTHBEND, IN

46366 - 46366  
46374 - 46374  
46501 - 46501  
46504 - 46504  
46506 - 46506  
46508 - 46513  
46518 - 46525  
46527 - 46530  
46531 - 46531 \* BEST \*  
46532 - 46533  
46534 - 46534 \* BEST \*  
46535 - 46539  
46541 - 46541  
46544 - 46545  
46552 - 46552  
46554 - 46559  
46560 - 46560 \* BEST \*  
46561 - 46564  
46566 - 46572  
46574 - 46574 \* BEST \*  
46580 - 46595  
46601 - 46637  
46701 - 46701  
46710 - 46710  
46720 - 46720  
46723 - 46725  
46732 - 46732  
46755 - 46755  
46760 - 46760  
46764 - 46764  
46767 - 46767  
46784 - 46784  
46787 - 46787  
46796 - 46796  
46910 - 46910  
46912 - 46912  
46922 - 46922  
46931 - 46931  
46935 - 46935  
46939 - 46939  
46945 - 46945  
46960 - 46960 \* BEST \*  
46968 - 46968 \* BEST \*  
46975 - 46975  
46982 - 46982  
49031 - 49031 MI  
49045 - 49045 MI  
49047 - 49047 MI  
49057 - 49057 MI  
49065 - 49065 MI  
49067 - 49067 MI  
49095 - 49095 MI  
49102 - 49111 MI

AR918

BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 216

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=068

ZIP RANGES

49112 - 49112 \* BEST \*  
49113 - 49120  
49125 - 49125

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=070

ZIP RANGES BURLINGTON, NC

- 27001 - 27012
- 27016 - 27016
- 27019 - 27019
- 27021 - 27021
- 27023 - 27023
- 27040 - 27040
- 27045 - 27045
- 27050 - 27051
- 27101 - 27199
- 27201 - 27213
- 27215 - 27217
- 27230 - 27231
- 27233 - 27235
- 27240 - 27241
- 27243 - 27246
- 27248 - 27250
- 27253 - 27255
- 27258 - 27258
- 27260 - 27280
- 27282 - 27284
- 27288 - 27292
- 27298 - 27298
- 27301 - 27310
- 27312 - 27322
- 27340 - 27344
- 27348 - 27350
- 27353 - 27355
- 27358 - 27370
- 27373 - 27373
- 27377 - 27399
- 27401 - 27410
- 27412 - 27413
- 27414 - 27417
- 27419 - 27499
- 28423 - 28424
- 28430 - 28432
- 28436 - 28439
- 28442 - 28442
- 28449 - 28450
- 28455 - 28456
- 28463 - 28463
- 28472 - 28472

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=071

ZIP RANGES MANSFIELD, OH

- 43302 - 43302
- 43314 - 43317
- 43320 - 43323
- 43325 - 43 [ILLEGIBLE]
- 43330 - 43330
- 43332 - 43332
- 43334 - 43335
- 43337 - 43338
- 43340 - 43342
- 43345 - 43346
- [ILLEGIBLE]- 43351
- 43356 - 43356
- 43359 - 43359
- 43407 - 43407 \* BEST \*
- 43410 - 43410 \* BEST \*
- 43413 - 43413
- 43420 - 43420 \* BEST \*
- 43431 - 43431 \* BEST \*
- 43435 - 43435 \* BEST \*
- 43438 - 43438 \* BEST \*
- 43442 - 43442 \* BEST \*
- 43462 - 43462
- 43464 - 43464 \* BEST \*
- 43469 - 43469 \* BEST \*
- 44801 - 44805
- 44807 - 44807

44809 - 44809  
44811 - 44811  
44813 - 44818  
44820 - 44820  
44822 - 44830  
44833 - 44833  
44836 - 44851  
44853 - 44857  
44859 - 44867  
44870 - 44870  
44874 - 44875  
44878 - 44878  
44880 - 44883  
44887 - 44887  
44889 - 44890  
44901 - 44907  
45801 - 45810  
45812 - 45812  
45814 - 45817  
45820 - 45820  
45827 - 45827  
45830 - 45833  
45835 - 45841  
45843 - 45844  
45847 - 45848  
45850 - 45850  
45853 - 45854

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 220

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=071

ZIP RANGES

45856 - 45856  
45858 - 45859  
45863 - 45864  
45867 - 45868  
45872 - 45872  
45874 - 45877  
45881 - 45881  
45886 - 45887  
45889 - 45891  
45893 - 45894  
45897 - 45899

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 221

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=072

ZIP RANGES SPRINGFIELD, OH

43001 - 43001  
43008 - 43010  
43013 - 43013  
43018 - 43018  
43023 - 43023  
43025 - 43025  
43027 - 43027  
43030 - 43031  
43033 - 43033  
43044 - 43044  
43047 - 43047  
43055 - 43056  
43060 - 43060  
43062 - 43062  
43070 - 43073  
43078 - 43078  
43080 - 43080  
43083 - 43084  
43721 - 43721  
45319 - 45319  
45323 - 45323  
45341 - 45341  
45344 - 45344  
45349 - 45349  
45364 - 45364  
45368 - 45369  
45372 - 45372  
45389 - 45389  
45501 - 45506

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 222

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=073

ZIP RANGES	CANTON, OH
43804 - 43804	
43832 - 43832	
43837 - 43837	
43840 - 43840	
43907 - 43907	
43973 - 43974	
43976 - 43976	
43979 - 43979	
43981 - 43981	
43983 - 43984	
43986 - 43986	
43988 - 43989	
44449 - 44449	
44601 - 44609	
44612 - 44616	
44618 - 44627	
44629 - 44632	
44634 - 44636	
44639 - 44653	
44655 - 44659	
44662 - 44675	
44678 - 44684	
44686 - 44686	
44688 - 44689	
44692 - 44699	
44701 - 44795	

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 223

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=074

ZIP RANGES	AKRON, OH
44056 - 44056	
44067 - 44067	
44087 - 44087	
44201 - 44288	
44301 - 44321	
44401 - 44406	
44408 - 44408	* BEST *
44410 - 44412	
44413 - 44413	* BEST *
44415 - 44418	
44420 - 44420	
44422 - 44423	* BEST *
44424 - 44425	
44427 - 44427	* BEST *
44428 - 44428	
44429 - 44429	* BEST *
44430 - 44430	
44431 - 44432	* BEST *
44436 - 44436	* BEST *
44437 - 44440	
44441 - 44443	* BEST *
44444 - 44444	
44445 - 44445	* BEST *
44446 - 44446	
44450 - 44450	
44451 - 44452	* BEST *
44453 - 44453	
44454 - 44455	* BEST *
44460 - 44460	* BEST *
44470 - 44470	
44471 - 44471	* BEST *
44473 - 44473	
44481 - 44486	
44490 - 44490	* BEST *
44491 - 44491	
44492 - 44493	* BEST *
44501 - 44515	
44555 - 44555	
44610 - 44611	
44617 - 44617	

44628 - 44628  
44633 - 44633  
44637 - 44638  
44654 - 44654  
44660 - 44661  
44676 - 44677  
44685 - 44685  
44687 - 44687  
44690 - 44691

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88043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 224

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=075

ZIP RANGES COLUMBUS, OH

43002 - 43007  
43011 - 43012  
43014 - 43017  
43019 - 43019  
43021 - 43022  
43026 - 43026  
43028 - 43029  
43032 - 43032  
43034 - 43010  
43045 - 43046  
43048 - 43048  
43050 - 43050  
43054 - 43054  
43061 - 43061  
43064 - 43068  
43074 - 43074  
43077 - 43077  
43081 - 43081  
43085 - 43085  
43102 - 43105  
43107 - 43110  
43112 - 43114  
43116 - 43119  
43123 - 43126  
43130 - 43130  
43136 - 43137  
43140 - 43141  
43143 - 43143  
43146 - 43148  
43150 - 43151  
43153 - 43157  
43162 - 43164  
43201 - 43299  
43344 - 43344

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 232

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=081

ZIP RANGES OPELOUSAS, LA

70512 - 70512  
70515 - 70515  
70524 - 70525  
70535 - 70535  
70541 - 70541  
70550 - 70551  
70554 - 70554  
70570 - 70571  
70576 - 70577  
70580 - 70580  
70584 - 70586  
70589 - 70589  
70750 - 70750  
71320 - 71320  
71322 - 71322  
71327 - 71327  
71333 - 71333  
71338 - 71338  
71341 - 71341  
71345 - 71345  
71347 - 71347  
71350 - 71351  
71353 - 71353  
71355 - 71356

71358 - 71358  
71362 - 71362  
71364 - 71364  
71367 - 71367  
71376 - 71376

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 233

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=082

ZIP RANGES DAYTON, OH

43310 - 43311  
43318 - 43319  
43324 - 43324  
43331 - 43331  
43333 - 43333  
43336 - 43336  
43343 - 43343  
43347 - 43348  
43357 - 43358  
43360 - 43360  
43370 - 43370  
45003 - 45003 \* BEST \*  
45070 - 45070 \* BEST \*  
45301 - 45318  
45320 - 45322  
45324 - 45340  
45342 - 45342  
45345 - 45347  
45350 - 45356  
45358 - 45363  
45365 - 45365  
45370 - 45371  
45373 - 45373  
45377 - 45378  
45380 - 45385  
45387 - 45388  
45390 - 45390 \* BEST \*  
45401 - 45479  
45822 - 45822  
45828 - 45828  
45845 - 45846  
45860 - 45860  
45862 - 45862  
45865 - 45866  
45869 - 45871  
45882 - 45885  
45888 - 45888  
45895 - 45896

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 234

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=084

ZIP RANGES BISMARCK, ND

57638 - 57638 SD  
57641 - 57642 SD  
58381 - 58381 \* BEST \*  
58384 - 58384 \* BEST \*  
58401 - 58402 \* BEST \*  
58412 - 58413 \* BEST \*  
58420 - 58420 \* BEST \*  
58423 - 58424 \* BEST \*  
58426 - 58426 \* BEST \*  
58428 - 58428 \* BEST \*  
58430 - 58430 \* BEST \*  
58434 - 58434 \* BEST \*  
58444 - 58444 \* BEST \*  
58455 - 58455 \* BEST \*  
58460 - 58460 \* BEST \*  
58463 - 58463 \* BEST \*  
58467 - 58467 \* BEST \*  
58475 - 58478 \* BEST \*  
58481 - 58482 \* BEST \*  
58487 - 58489 \* BEST \*  
58494 - 58496 \* BEST \*  
58500 - 58599 \* BEST \*  
58600 - 58699 \* BEST \*  
58701 - 58705 \* BEST \*

58712 - 58713 \* BEST \*  
 58716 - 58717 \* BEST \*  
 58719 - 58719 \* BEST \*  
 58722 - 58723 \* BEST \*  
 58725 - 58726 \* BEST \*  
 58730 - 58736 \* BEST \*  
 58740 - 58741 \* BEST \*  
 58744 - 58744 \* BEST \*  
 58746 - 58747 \* BEST \*  
 58757 - 58759 \* BEST \*  
 58761 - 58761 \* BEST \*  
 58763 - 58763 \* BEST \*  
 58765 - 58765 \* BEST \*  
 58770 - 58771 \* BEST \*  
 58778 - 58778 \* BEST \*  
 58780 - 58781 \* BEST \*  
 58784 - 58785 \* BEST \*  
 58789 - 58790 \* BEST \*  
 58792 - 58792 \* BEST \*  
 58794 - 58795 \* BEST \*  
 58800 - 58899 \* BEST \*  
 59217 - 59217 MT  
 59221 - 59221 MT  
 59243 - 59243 MT  
 59257 - 59257 MT  
 59262 - 59262 MT  
 59270 - 59271 MT  
 59315 - 59315 MT

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 235

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=084

ZIP RANGES

59339 - 59339 MT

AR918 BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 236

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=085

ZIP RANGES CLEVELAND, TN

28781 - 28781 NC  
 28901 - 28801 NC  
 28905 - 28903 NC  
 30139 - 30139 GA  
 30143 - 30143 GA  
 30148 - 30148 GA  
 30175 - 30175 GA  
 30177 - 30177 GA  
 30186 - 30186 GA  
 30513 - 30515 GA  
 30522 - 30522 GA  
 30539 - 30541 GA  
 30555 - 30555 GA  
 30559 - 30561 GA  
 30700 - 30708 GA  
 30710 - 30720 GA  
 30722 - 30729 GA  
 30732 - 30746 GA  
 30749 - 30752 GA  
 30754 - 30757 GA  
 35700 - 35799 AL  
 37016 - 37018  
 37020 - 37020  
 37026 - 37026  
 37034 - 37034  
 37037 - 37037  
 37060 - 37060  
 37085 - 37086  
 37110 - 37110  
 37118 - 37118  
 37130 - 37132  
 37144 - 37144  
 37149 - 37149  
 37153 - 37153  
 37158 - 37160  
 37167 - 37167  
 37180 - 37180  
 37183 - 37183

37190 - 37190  
 37300 - 37399  
 37400 - 37499  
 37700 - 37704  
 37723 - 37723  
 37737 - 37737  
 37742 - 37742  
 37748 - 37748  
 37763 - 37763  
 37771 - 37772  
 37774 - 37774  
 37777 - 37777  
 37780 - 37799  
 37800 - 37805  
 37808 - 37808  
 37826 - 37826  
 37840 - 37840  
 37842 - 37842  
 37846 - 37846  
 37853 - 37854  
 37873 - 37873  
 37878 - 37878  
 37882 - 37882  
 37886 - 37886  
 37889 - 37889  
 38449 - 38449  
 38453 - 38453  
 38488 - 38488  
 38501 - 38506 \* BEST \*  
 38542 - 38545 \* BEST \*  
 38548 - 38549 \* BEST \*  
 38551 - 38551 \* BEST \*  
 38553 - 38556 \* BEST \*  
 38559 - 38559 \* BEST \*  
 38561 - 38562 \* BEST \*  
 38564 - 38565 \* BEST \*  
 38568 - 38568 \* BEST \*  
 38570 - 38570 \* BEST \*  
 38573 - 38575 \* BEST \*  
 38577 - 38585 \* BEST \*  
 38587 - 38587 \* BEST \*  
 38589 - 38589 \* BEST \*

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 238

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=088

ZIP RANGES CBC WEST VIRGINIA

25006 - 25006  
 25095 - 25099  
 25106 - 25106  
 25123 - 25123  
 25187 - 25187  
 25237 - 25237  
 25247 - 25247  
 25250 - 25250  
 25253 - 25255  
 25258 - 25258  
 25260 - 25260  
 25265 - 25265  
 25267 - 25267  
 25280 - 25280  
 25287 - 25299  
 25401 - 25499  
 25502 - 25504  
 25507 - 25507  
 25509 - 25512  
 25514 - 25515  
 25517 - 25517  
 25519 - 25520  
 25530 - 25535  
 25537 - 25539  
 25541 - 25541  
 25545 - 25545  
 25550 - 25556  
 25558 - 25559  
 25562 - 25562  
 25570 - 25570  
 25669 - 25669  
 25699 - 25699  
 25701 - 25799  
 26001 - 26099

26101 - 26129  
26133 - 26135  
26138 - 26144  
26146 - 26146  
26148 - 26150  
26152 - 26152  
26154 - 26157  
26159 - 26163  
26167 - 26172  
26174 - 26199  
26201 - 26201  
26210 - 26214  
26218 - 26219  
26224 - 26232  
26234 - 26238  
26241 - 26250  
26263 - 26263  
26267 - 26287

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 239

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=088

ZIP RANGES

26292 - 26297  
26301 - 26334  
26336 - 26399  
26401 - 26499  
26501 - 26599  
26611 - 26611  
26634 - 26634  
26636 - 26638  
26700 - 26799  
26800 - 26899  
41101 - 41101 KY  
41128 - 41129 KY  
41132 - 41132 KY  
41140 - 41140 KY  
41142 - 41143 KY  
41146 - 41146 KY  
41150 - 41150 KY  
41152 - 41153 KY  
41164 - 41164 KY  
41168 - 41168 KY  
41172 - 41173 KY  
41178 - 41178 KY  
41181 - 41182 KY

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BB043 ZIP TABLE PRINT DATE 08/03/88 TIME 17.30.41 PAGE 243

TABLE NAME=BB043 TABLE DATE=08/01/88

CENTER=000 BUREAU=091

ZIP RANGES WILLIAMSON, WV

24314 - 24315 VA  
24366 - 24366 VA  
24601 - 24606 VA  
24609 - 24609 VA  
24611 - 24614 VA  
24616 - 24616 VA  
24618 - 24620 VA  
24622 - 24624 VA  
24628 - 24628 VA  
24631 - 24631 VA  
24633 - 24633 VA  
24635 - 24635 VA  
24637 - 24637 VA  
24639 - 24641 VA  
24645 - 24645 VA  
24647 - 24647 VA  
24651 - 24651 VA  
24655 - 24656 VA  
24658 - 24659 VA  
24701 - 24709  
24712 - 24715  
24717 - 24718  
24721 - 24725  
24729 - 24739  
24740 - 24747  
24750 - 24799

24801 - 24811  
24813 - 24817  
24819 - 24821  
24824 - 24826  
24828 - 24833  
24835 - 24838  
24841 - 24844  
24846 - 24846  
24848 - 24848  
24850 - 24853  
24855 - 24856  
24858 - 24858  
24861 - 24866  
24868 - 24869  
24871 - 24873  
24877 - 24879  
24881 - 24881  
24883 - 24895  
24897 - 24898  
24899 - 24899  
25022 - 25022  
25047 - 25047  
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UNAUDITED COMBINED BALANCE SHEETS  
(In thousands)

	March 31, 1988	June 30, 1988
	-----	-----
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash & Cash Equivalents	\$ 2,565	\$ 3,284
Receivables, net of allowance for doubtful accounts of \$214 and \$241 (Note 2)	14,508	14,677
Prepaid expenses & other current assets	1,427	1,486
	-----	-----
Total Current Assets	18,500	19,447
	-----	-----
<b>Investments &amp; Other Assets:</b>		
Purchased credit information files, net of accumulated amortization of \$10,574 and \$11,190	42,053	41,743
Excess of cost of businesses acquired over related net assets, net of accumulated amortization of \$863 and \$964	15,953	15,552
Purchased software, net of accumulated amortization of \$504 and \$574	1,109	1,039
Capitalized product development costs	3,365	4,271
Other assets	643	669
	-----	-----
Total Investment and Other Assets	63,123	63,274
	-----	-----
<b>Property and Equipment--at cost (Note 3):</b>		
Computer and related equipment	18,016	18,656
Land, buildings and leasehold improvements	5,483	5,573
Furniture and other equipment	4,699	4,723
	-----	-----
	28,198	28,952
Less accumulated depreciation & amortization	(12,377)	(13,405)
	-----	-----
Net Property and Equipment	15,821	15,547
	-----	-----
	\$ 97,444	\$ 98,268
	=====	=====
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>		
<b>Current Liabilities:</b>		
Current maturities of notes payable representing withholds under acquisition agreements (Note 3)	\$ 816	\$ 789
Current maturities of long-term liabilities (Note 3)	904	892
Accounts payable	2,793	2,163
Accrued payroll and related costs	3,800	4,245
Other accrued liabilities	2,387	2,551
Income taxes payable (Note 4)	4,573	6,120
	-----	-----
Total Current Liabilities	15,273	16,760
	-----	-----
Long-Term Liabilities, excluding current maturities (Note 3)	627	368
Notes Payable Representing Withholds Under Acquisition Agreements, excluding current maturities	231	231
Notes Payable to Parent (Note 7)	47,606	45,486
	-----	-----
	48,464	46,085
	-----	-----
<b>Commitments and Contingent Liabilities (Note 5)</b>		
<b>Stockholder's Equity:</b>		
Common stock (Note 6)	94	94
Additional paid-in capital	26,992	26,992
Retained earnings	6,621	8,337
	-----	-----
Total Stockholder's Equity	33,707	35,423
	-----	-----
	\$ 97,444	\$ 98,268
	=====	=====

See Notes to Combined Financial Statements.

CSC CREDIT SERVICES, INC.  
AND SUBSIDIARIES AND CERTAIN AFFILIATES

UNAUDITED COMBINED STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY  
(In thousands)

	Year Ended March 31, 1988	Three Months Ended June 30, 1988
Common Stock	\$ 94	\$ 94
Additional Paid-in Capital	26,992	26,992
Retained Earnings:		
Beginning of Period	6,664	6,621
Net Earnings	9,202	1,716
Dividends Received from Affiliates	6,168	
Dividends Paid to Parent	(15,413)	
End of Period	6,621	8,337
Total Stockholder's Equity	\$ 33,707	\$ 35,423

See Notes to Combined Financial Statements.

<TABLE>  
<CAPTION>

	Year Ended March 31, 1988				
	Credit Reporting Division	Data Center	Collections Division	Other Operations	
Combined					
<S>	<C>	<C>	<C>	<C>	<C>
REVENUES					\$
Credit Reports	\$ 47,957				
Business Promotion Services	7,358				
Mortgage Reports	6,043				
Data Processing Fees		7,047			
Collection Commission Fees			28,563		
Other	4,105		1,332	1,301	
TOTAL REVENUES	65,463	7,047	29,895	1,301	
OPERATING EXPENSES:					
Payroll Expenses	15,341	5,846	16,207	554	
Purchased Credit Information	7,237		57		
Telephone and Communications Expense	2,763	3,201	2,165	83	
Amortization of Goodwill and Credit File Information	2,823		314	(1)	
Equipment Related Expenses	2,243	4,536	1,446	97	
Occupancy Expenses	1,660	686	1,751	260	
Postage, Printing & Office Supplies	1,211	362	1,972	99	
Public Relations, Advertising & Travel	957	210	610	52	
Commissions Paid Other Agencies			956		
General and Administrative Costs	3,288	987	1,431	100	
CSC Industry Services Group Allocated General and Administrative Costs	183	59	79	5	
Other Expenses	2,332	783	1,920	143	
TOTAL OPERATING EXPENSES	40,038	16,670	28,908	1,392	

OPERATING INCOME	25,425	(9,623)	987	(91)
16,698				
OTHER INCOME (EXPENSES):				
Investment Income	29	2	31	17
79				
Interest Expense	(190)	(203)	(104)	(59)
(556)				
Interest Expense Charged by Parent	(1,670)	(501)	(726)	(51)
(2,948)				
General and Administrative Costs Allocated by Parent	(717)	(230)	(309)	(21)
(1,277)				
-----	-----	-----	-----	-----
Earnings Before Taxes	22,877	(10,555)	(121)	(205)
11,996				
Estimated Income Taxes	5,329	(2,459)	(28)	(48)
2,794				
-----	-----	-----	-----	-----
Net Earnings	\$ 17,548	(\$ 8,096)	(\$ 93)	(\$ 157)
9,202				
=====	=====	=====	=====	=====

<CAPTION>

Three Months Ended June 30, 1988

-----	Credit Reporting Division	Data Center	Collections Division	Other Operations
Combined	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
<C>				
REVENUES				
Credit Reports	\$ 12,853			\$
12,853				
Busines Promotion Services	1,767			
1,767				
Mortgage Reports	2,250			
2,250				
Data Processing Fees		1,917		
1,917				
Collection Commission Fees			7,132	
7,132				
Other	1,058		482	249
1,789				
-----	-----	-----	-----	-----
TOTAL REVENUES	17,928	1,917	7,614	249
27,708	-----	-----	-----	-----
-----				
OPERATING EXPENSES:				
Payroll Expenses	4,189	1,587	3,866	137
9,779				
Purchased Credit Information	1,896		8	
1,904				
Telephone and Communications Expense	790	807	522	24
2,143				
Amortization of Goodwill and Credit File Information	752		77	
829				
Equipment Related Expenses	576	1,332	388	14
2,310				
Occupancy Expenses	437	183	436	50
1,106				
Postage, Printing & Office Supplies	342	91	533	23
989				
Public Relations, Advertising & Travel	309	55	165	11
540				
Commisssons Paid Other Agencies			256	
256				
General and Administrative Costs	930	298	400	27
1,655				
CSC Industry Services Group Allocated				
General and Administrative Costs	54	17	23	2
96				
Other Expenses	635	104	617	80
1,436	-----	-----	-----	-----
-----				

TOTAL OPERATING EXPENSES	10,910	4,474	7,291	368
23,043	-----	-----	-----	-----
-----				
OPERATING INCOME	7,018	(2,557)	323	(119)
4,665				
OTHER INCOME (EXPENSES):				
Investment Income	1		2	4
7				
Interest Expense	(15)	(36)	(8)	(1)
(60)				
Interest Expense Charged by Parent	(601)	(193)	(259)	(18)
(1,071)				
General and Administrative Costs Allocated by Parent	(217)	(70)	(93)	(6)
(386)	-----	-----	-----	-----
-----				
Earnings Before Taxes	6,186	(2,856)	(35)	(140)
3,155				
Estimated Income Taxes	2,822	(1,303)	(16)	(64)
1,439	-----	-----	-----	-----
-----				
Net Earnings	\$ 3,364	(\$ 1,553)	(\$ 19)	(\$ 76)
1,716	=====	=====	=====	=====
=====				

</TABLE>

See Notes to Combined Financial Statements.

CSC CREDIT SERVICES, INC.  
AND SUBSIDIARIES AND CERTAIN AFFILIATES

UNAUDITED COMBINED STATEMENT OF CASH FLOWS  
(In thousands)

<TABLE>  
<CAPTION>

	Year Ended March 31, 1988	Three Months Ended June 30, 1988
	-----	-----
<S>	<C>	<C>
Cash flows from operating activities:		
Net earnings	\$ 9,202	\$ 1,716
Adjustments to reconcile net earnings to net cash provided:		
Depreciation and amortization	7,063	1,923
Provision for losses on accounts receivable	672	69
Changes in assets and liabilities, net of effects of acquisitions:		
Increase in accounts receivable	(2,537)	(169)
Increase in prepaid expenses	(574)	(59)
Increase in accounts payable, accrued liabilities, and current maturities of notes payable representing withholds under acquisition agreements and long-term liabilities	(3,519)	(60)
Decrease (increase) in income taxes payable	(2,183)	1,547
Increase in capitalized development costs	(3,365)	(906)
Decrease (increase) in notes payable to parent	5,423	(2,184)
	-----	-----
Net cash provided by operating activities	10,182	1,877
	-----	-----
Cash flows from investing activities:		
Purchases of property and equipment	(3,702)	(1,170)
Acquisitions, net of cash acquired	(3,165)	0
Other investing cash flows	585	310
	-----	-----
Net cash used in investing activities	(6,282)	(860)
	-----	-----
Cash flows from financing activities:		
Principal payments on long-term liabilities	(1,079)	(271)
Payments on notes payable representing withholds under acquisition agreements	(3,168)	(27)
Notes payable representing withholds under acquisition agreements incurred	852	0
	-----	-----
Net cash used in financing activities	(3,395)	(298)
	-----	-----
Net increase in cash and cash equivalents	505	719
Cash and cash equivalents at beginning of period	2,060	2,565
	-----	-----

Cash and cash equivalents at end of period

\$ 2,565

\$ 3,284

=====

=====

</TABLE>

See Notes to Combined Financial Statement.

CSC Credit Services, Inc.

and Subsidiaries and Certain Affiliates

Notes to Combined Financial Statements

March 31, 1988

Note 1 - Summary of Significant Accounting Policies

#### Principles of Combination

The accompanying combined financial statements include the accounts of CSC Credit Services, Inc., its wholly-owned subsidiaries and two of its affiliates (collectively referred to as the "Company"), as follows:

##### Wholly-Owned Subsidiaries:

Johns Holding Company  
CSC Credit Services of Minnesota, Inc.  
CSC Accounts Management, Inc.  
Credit Bureau Data Centers, Inc.  
Aircall Communications, Inc.

##### Affiliates (wholly-owned subsidiaries of Computer Sciences Corporation):

Credit Bureau of Cincinnati, Inc. ("Cincinnati")  
Credit Bureau of Greater Kansas City, Inc. ("Kansas City")

CSC Credit Services, Inc. is a wholly-owned subsidiary of Computer Sciences Corporation ("CSC" or "Parent"). All material intercompany and interdivisional transactions and balances have been eliminated. Certain costs have been allocated by CSC to the Company predicated on various allocation methods (directly chargeable, separately allocated and overall allocation of CSC Corporate general and administrative costs) and multiple allocation bases (primary usage, headcount or cost input). In addition, the Company's general and administrative costs and intercompany interest charges have been allocated to its Divisions based on a combination of revenue contribution and headcount.

#### Income Recognition

Revenues from credit reporting activities are recorded at the time the service is utilized by the customer. The amount of revenue is determined by reference to specific contractual agreements.

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Data processing fees are determined by reference to specific contractual agreements and are recognized when the service is provided to the customer.

Revenues from the collection agency service are recorded at the time the funds are collected by the agency. The amount of revenue recorded is determined by reference to specific contractual agreements.

#### Depreciation and Amortization

The cost of property and equipment, less applicable residual values, is generally depreciated on the straight-line method for financial accounting purposes from the date the specific asset is complete, installed and ready for normal use, as follows:

Buildings	20 to 40 years
Computers	5 years
Communications equipment	5 years
Furniture and other equipment	5 to 10 years
Leasehold improvements	Shorter of lease term or useful life
Software	5 to 10 years
Credit information files	20 years
Excess of cost of business acquired over related net assets	40 years

#### Development Costs

Significant costs incurred in the internal development of computer software which is to be sold, leased or otherwise marketed as a separate product or as part of a product or process are accounted for in accordance with Statement of Financial Accounting Standards No. 86. During fiscal 1988, the Company capitalized \$3,365,000 of software development costs. Capitalized development

costs are to be amortized over the expected useful life of the related program or system.

#### Acquisitions

During fiscal 1988, the Company made several acquisitions. In conjunction with these acquisitions the Company acquired assets with a fair value of \$2,389,000 and assumed liabilities of \$2,326,000. The excess cost of businesses acquired over related net assets was \$139,000.

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#### Retirement Plans

During 1988, the Company terminated its defined benefit plans and replaced them with a defined contribution compensation deferred plan.

#### Note 2 - Receivables

Receivables, consist of the following (in thousands):

Billed trade accounts	\$13,055
Notes	401
Other	1,052
	-----
	\$14,508
	=====

All amounts shown above are expected to be collected during fiscal year 1989.

#### Note 3 - Debt

Notes payable representing withholds under acquisition agreements bear interest ranging from 6% to 10.5% payable in monthly installments through fiscal year 1992.

Long-term liabilities at March 31, 1988 consisted of the following (in thousands):

	Current Maturities	Long- Term Portion	Total
	-----	-----	-----
Capitalized lease liabilities, with interest rates varying from 6.8% to 14.0%, payable in monthly installments through fiscal year 1992	\$ 789	\$ 299	\$1,088
Mortgages payable, collateralized by real property, with interest rates varying from 9.75% to 14.0%, payable in monthly installments through fiscal year 1993	87	320	407
Other	28	8	36
	-----	-----	-----
	\$ 904	\$ 627	\$1,531
	=====	=====	=====

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Maturities of notes payable representing withholds under acquisition agreements and long-term liabilities are as follows (in thousands):

	Due in Fiscal Year				
	1989	1990	1991	1992	1993
	-----	-----	-----	-----	-----
Notes payable	\$ 816	\$ 120	\$ 92	\$ 9	\$ 10
Long-term liabilities	904	392	118	114	13
	-----	-----	-----	-----	-----
	\$1,720	\$ 502	\$ 210	\$ 123	\$ 23
	=====	=====	=====	=====	=====

Capitalized lease liabilities shown above represent amounts due under leases for the use of computers and certain telephone equipment. Amounts which have been capitalized as property and equipment relating to such leases aggregated \$3,064,000 less accumulated depreciation through March 31, 1988 of \$2,138,000. All of these leases conclude by May 1991.

#### Note 4 - Income Taxes

The Company's results of operations for tax purposes are includeable in CSC's consolidated income tax returns. As such, CSC records all deferred taxes due to timing differences between financial reporting and tax reporting on its corporate books. Current income taxes are recorded by the Company based upon

statutory rates, adjusted for certain effects of the prior year CSC returns as filed.

Note 5 - Commitments and Contingent Liabilities

Lease Commitments

Rental expenses under noncancelable operating leases for the use of property and equipment amounted to \$5,822,000. Substantially all operating leases are noncancelable or cancelable only by the payment of penalties. All lease payments are based on the lapse of time but include, in some cases, payments for insurance, maintenance and property taxes. There are no purchase options on operating leases at favorable terms, but most leases have one or more renewal options. Certain leases on real property are subject to annual escalation for increases in utilities and property

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taxes. Minimum fixed rentals required for the next five years and thereafter under leases in effect at April, 1988 were as follows (in thousands):

Fiscal Year Equipment	Capital Leases	Operating Leases	
		Real Estate	Equipment
1989	\$ 877	\$ 2,487	\$ 3,304
1990	262	1,956	2,029
1991	21	1,580	1,554
1992	4	1,267	1,090
1993		1,141	344
Thereafter to 1998		2,885	
	1,164	\$10,316	\$ 8,321
Less Interest Included	97	=====	=====
	\$ 1,067	=====	

Contingent Liabilities - Legal Proceedings

The Company is currently a party to a number of disputes which involve or may involve litigation. In the opinion of Company management, ultimate liability, if any, with respect to these disputes will not be material to the Company's financial position.

Note 6 - Stockholders Equity

Following are the details of the common stock of CSC Credit Services, Inc., Cincinnati and Kansas City:

CSC Credit Services, Inc.	Credit Bureau of Cincinnati Inc.		Credit Bureau of Greater Kansas City, Inc.
	Class A	Class B	
Par Value	\$ 1.00	No par	\$ 1.00
Authorized	10,000	2,000	1,000
Issued	1,000	1,125	1,000
Outstanding	1,000	1,125	1,000

Note 7 - Related Party Transactions

During the normal course of business, the Company enters into certain transactions with CSC and INFONET, a division of CSC. During fiscal 1988, the Company Utilized the INFONET communications network; accordingly, \$2,485,000 was charged

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to the Company's results of operations for such services. In addition, effective April 1, 1998, the Company is contractually obligated to purchase such services from INFONET in annual amounts not less than \$1.9 million per fiscal year for three years. The Company participates in the CSC health and life insurance program and was charged \$2,317,000 in fiscal 1988 for premiums related to these programs.

The Company has a long-term revolving note payable with CSC, which bears interest at 9%. Interest expense related to this note aggregated \$2,948,000 in fiscal year 1988.

FIFTH AMENDMENT  
TO  
AGREEMENT FOR  
COMPUTERIZED CREDIT REPORTING SERVICES  
AND  
OPTIONS TO PURCHASE AND SELL ASSETS

This Fifth Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets (the "Fifth Amendment") dated as of the 7th day of September, 1993, is made by and among Equifax Credit Information Services, Inc. ("CBI" or "ECIS"), a Georgia corporation, Equifax Inc., a Georgia corporation ("Equifax") and CSC Enterprises, a Delaware general partnership (the "Partnership"), CSC Accounts Management, Inc., a Texas corporation ("Accounts Management"), Credit Bureau of Tulsa, Inc., an Oklahoma corporation, and Computer Sciences Corporation, a Nevada corporation ("CSC").

WITNESSETH:

WHEREAS, The Credit Bureau, Incorporated of Georgia, Equifax, CSC, CSC Credit Services, Inc., a Texas corporation ("Credit Services"), CSC Credit Services of Minnesota, Inc., a Texas corporation ("Minnesota"), Credit Bureau of Cincinnati, Inc., an Ohio corporation ("Cincinnati"), Credit Bureau of Greater Kansas City, Inc., a Missouri corporation ("Kansas City"), Johns Holding Company, a Delaware corporation ("JHC"), and Accounts Management entered into an Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of August 1, 1988 ("the Original Agreement"); and

WHEREAS, Minnesota has been merged into Credit Services effective September 30, 1988; and

WHEREAS, as of December 28, 1990, Credit Services, CSC Enterprises, Inc., a Nevada corporation ("CEI"), CSC Ventures, Inc., a Nevada corporation, CBI Ventures Inc., a Georgia corporation, and Equifax Ventures Inc., a Georgia corporation, entered into that certain Partnership Agreement (the "Partnership Agreement") of the Partnership; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of December 28, 1990, by and among Credit Services, Cincinnati, Kansas City, JHC, as assignors, and CEI, as assignee, CEI was assigned all of assignors' right, title, and interest in and to the Original Agreement and CEI assumed all of the assignors' obligations under the Original Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of December 28, 1990, by and between CEI and Credit Services, as assignors, and the Partnership, as assignee, CEI assigned to the Partnership, among other things, all of its right, title, and interest in and to the Original Agreement, and the Partnership assumed all of CEI's obligations under the Original Agreement; and

WHEREAS, the Original Agreement was amended as of December 28, 1990, by that certain First Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, CSC, Credit Services, Cincinnati, Kansas City, JHC, Accounts Management, CEI, and the Partnership (the "First Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment, was further amended as of the 27th day of September, 1991, by that certain Second Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, and CSC (the "Second Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment and the Second Amendment, was further amended as of the 27th day of September, 1991, by that certain Third Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, and CSC; and

WHEREAS, CBI, as of December 23, 1991, changed its corporate name from The Credit Bureau, Incorporated of Georgia to Equifax Credit Information Services, Inc. and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" in the Original Agreement, as amended, or this Amendment refers to Equifax Credit Information Services, Inc., a Georgia corporation; and

WHEREAS, Credit Bureau of Tulsa, Inc. ("CB-Tulsa") was added to the Original Agreement, as amended, as a party via an Addendum effective as of the 17th day of February, 1992, and for the purposes of Exhibit M set forth in this Fifth Amendment CB-Tulsa will be included in any reference to the Partnership; and

WHEREAS, the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment was further amended as of the 31st day of December, 1992, by that certain Fourth Amendment to Agreement for Computerized

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Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, CSC, and CB-Tulsa (the "Fourth Amendment," the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment being referred to herein as the "Agreement"); and

WHEREAS, ECIS has entered into an agreement with Sears, as defined herein, regarding pricing of certain Special Products, as defined herein; and

WHEREAS, the Partnership, as owner of certain information in the ACROPAC(TM) System, desires to consent to the method of pricing certain Special Products, as herein defined, to Sears, as herein defined;

WHEREAS, the parties have previously consented that the products FINDERS and DTEC shall be treated as seller- rather than owner-based products, but desire that such policy shall not apply to FINDERS sales to Sears on the terms described herein;

WHEREAS, the parties hereto have agreed to amend the Agreement in certain respects as set forth herein; and

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

I. ADDITION OF EXHIBIT M TO THE AGREEMENT

The following new Exhibit M titled "Sears Pricing" is hereby added to the Agreement as follows:

1. The parties agree that the method of determining payments in respect of the Cost Allocation System (as defined in Paragraph 8(c) of the Agreement), billable inquiries (as defined in Paragraph 8(a) of the Agreement), and the Royalty (as defined in Paragraph 8(e) of the Agreement) for all Special Products (as hereinafter defined) accessed by Sears (as hereinafter defined), whether directly by Sears or for Sears (using the Sears customer number) by the Partnership, ECIS or its Affiliate Bureaus shall be determined pursuant to this Exhibit M.

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2. "Special Products" is defined to mean the basic ACROPACT(TM) credit reporting products known as ACROFILE, ACROPLUS, ACRO SELECT, and FINDERS. A "Unit" means each unit of a Special Product accessed by Sears for its use. All other products, including without limitation, PERSONA, DTEC, ON-LINE DIRECTORY, Canadian files, Equipment Leasing, Handling or Surcharges for messenger work, and special services such as "Mail Return", are not included in Special Products and payments in respect of all such other products shall not be affected by this Exhibit M. SAFESCAN will be provided to Sears at no charge and is not included in the definition of "Special Products."

3. "Sears" is defined to mean only the Sears Merchandising Group of Sears, Roebuck and Company and shall not include any other entity, affiliate or division; therefore, for example, such affiliates as Sears Payment Systems and Allstate shall not be included in the definition of "Sears".

4. Payments in respect of the Cost Allocation System, billable inquiries and the Royalty under this Exhibit M shall be determined as follows:

(a) Actual Sears File Price. A factor defined as the "Actual Sears File Price" will be calculated in respect of each month by (i) dividing the constant amount \$500,000 ("Sears Monthly Payment") owed by Sears each month in respect of the pricing agreement between Sears and ECIS by (ii) the total number of Units accessed that month by Sears from all ACROPAC bureau files. (Any reference to a "month" in this Exhibit M shall be to a calendar month.) For

example, if the number of Units accessed in a given month by Sears equals 1,000,000, then the Actual Sears File Price for that month would be \$0.50:

Sears Monthly Payment	/	Units Accessed	=	Actual Sears File Price
(\$500,000)		(1,000,000)		(\$0.50)

(b) Cost Allocation System. The Cost Allocation System in respect of Special Products shall require a determination of three elements: (i) the Sellers' Pool, (ii) the Model Royalty Pool and (iii) the File Owners' Pool.

(i) The Sellers' Pool will equal a constant 5% of the Sears Monthly Payment. The Partnership will receive a constant 22% of the Sellers' Pool each month ("Partnership Share"); the remainder of the Sellers' Pool will be allocated by ECIS. For example:

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Sears Monthly Payment	X	5%	=	Sellers' Pool
(\$500,000)				(\$25,000)
Sellers' Pool	X	22%	=	Partnership Share
(\$25,000)				(\$5,500)

(ii) The Model Royalty Pool will be paid to the third parties ("Model Vendors") that developed the scoring model system used by Sears in respect of Units accessed by Sears. The Units to which Sears applies scoring model systems during a given month are referred to as the "Scored Units". The Model Royalty Pool will be calculated in respect of each month by (x) multiplying the number of Units accessed by Sears that month by (y) the percentage of such Units which are Scored Units by (z) a Model Royalty equal to a constant number of \$.05 for DAS and \$.06 for BEACON. For example, if the number of Units accessed in a given month by Sears equals 1,000,000 and the percentage of such Units which are Scored Units equals 55%, and the Model chosen by Sears is DAS, then the Model Royalty Pool for that month would be \$27,500:

Units Accessed	X	Percentage of Units which are Scored	X	Model Royalty	=	Model Royalty Pool
(1,000,000)		Units (55%)		(\$0.05)		(\$27,500)

The Model Vendor will receive all of the Model Royalty Pool for each month.

(iii) The File Owners' Pool will be calculated in respect of each month by (x) subtracting from the Sears Monthly Payment (y) both the File Sellers' Pool and the Model Royalty Pool. For example, if the File Sellers' Pool and the Model Royalty Pool for a given month are \$25,000 and \$27,500, respectively, then the File Owners' Pool for that month would be \$447,500:

Sears Monthly Payment	-	File Sellers' Pool	-	Model Royalty Pool	=	File Owners' Pool
(\$500,000)		(\$25,000)		(\$27,500)		(\$447,500)

The File Owners' Pool will be allocated among file owners regardless of whether the Special Product is otherwise characterized as a seller-based or owner-based product. Each file owner will receive each month a proportion of the File Owners' Pool for that month based on the number of Units accessed from its file. For example, if for a given month the File Owners' Pool is \$447,500, the number of Units

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accessed by Sears is 1,000,000 and the number of Units accessed from the file of file owner X is

100,000, then file owner X will receive \$44,750 from the File Owners' Pool:

File / Units Owners' Pool (\$447,500)	x	Units Accessed from file of File Owner X (100,000)	=	File Owner X Share of File Owners' Pool (\$44,750)
---	---	---	---	---

(c) Billable Inquiry. The amount payable by the Partnership for a given month for each billable inquiry in respect of a Unit (including for purposes of this Exhibit M, the product FINDERS) will be calculated by (i) dividing the Actual Sears File Price for that month by (ii) the national price per ACRO file report paid by Sears prior to the Sears Pricing Agreement ("Previous Sears File Price") (a constant number equal to \$1.12) (iii) multiplied by a constant number equal to \$0.23; provided, such amount per billable inquiry shall in no event exceed \$0.23, or such lower amount provided by the Agreement. For example, if for a given month, the Actual Sears File Price is \$0.50, the charge for a billable inquiry for that month will be \$0.102679:

Actual Sears File (\$0.50)	/	Previous Sears File (\$1.12)	x	\$0.23	=	billable inquiry charge (\$0.102679)
-------------------------------------	---	---------------------------------------	---	--------	---	--

(d) Royalty. The amount payable as Royalty under the Agreement per billable inquiry in respect of a Unit (including, for purposes of this Exhibit M, the product FINDERS) in respect of a given month will be calculated by (i) dividing the Actual Sears File Price for that month by (ii) the Previous Sears File Price (\$1.12) multiplied by the Royalty otherwise payable under the Agreement (\$0.07); provided, such amount shall in no event exceed \$0.07. For example, if for a given month the Actual Sears File Price is \$0.50, the Royalty per billable inquiry for that month will be \$0.03125:

Actual Sears File Price (\$0.50)	/	Previous Sears File Price (\$1.12)	x	Agreement Royalty (\$0.07)	=	Royalty per billable inquiry (\$0.03125)
--	---	--	---	----------------------------------	---	--

5. This Exhibit M shall be effective as of March 1, 1993, and shall continue in effect until September 1, 1994.

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6. The Partnership shall have the right to audit ECIS's relevant records to verify compliance with the terms of this Exhibit M. Such audit may be conducted after reasonable notice, during normal business hours, using reasonable procedures to assure an accurate audit. Each party will reasonably cooperate with the other during the conduct of any such audit, it being expressly understood that in no event shall auditors be permitted to access the confidential data, files, or information belonging to a third party or not directly related to this Exhibit M. Auditors will not be given free access to facilities, documents, or files. Auditors will work only in designated locations and will conduct their business quietly without significant disruption of work being done by others. Notwithstanding anything to the contrary herein contained, ECIS will make available to the Partnership appropriate personnel to answer the Partnership's questions associated with the audit. All expenses of the audit are the responsibility of the Partnership.

## 2. REFERENCES TO THE AGREEMENT

All capitalized terms which are defined in the Agreement and not otherwise defined herein shall have the same meaning herein as in the Agreement. On or after the date hereof, each reference in the Agreement to "this Agreement", "hereunder", "herein", or words of like import shall mean and be a reference to the Agreement, as amended by this Fifth Amendment.

## 3. AUTHORITY

Each of the parties hereto represents to the other parties hereto that:

(a) it has the full corporate (or, in the case of the Partnership, partnership) power and authority to execute and deliver this Fifth Amendment, to perform under the Agreement, as amended by this Fifth Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Fifth Amendment, without the necessity of any act, approval, or consent of any other person whomsoever, except such as have been obtained; and

(b) the Agreement, as amended by this Fifth Amendment, has been approved by its Board of Directors, or the Executive Committee thereof (or, in the case of the Partnership, by the respective Boards of Directors, or the Executive Committees thereof, of each of its partners), and constitutes the valid and legally binding obligation of such party enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws from time to time

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in effect which affect the enforcement of creditors' rights generally, and except as enforcement of remedies may be limited by general equitable principles.

4. COUNTERPARTS

This Fifth Amendment may be executed in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

5. MERGER

This Fifth Amendment sets forth the entire understanding of the parties regarding the subject matter hereof, and all prior such understandings, written or oral, are merged herein.

6. GOVERNING LAW

THIS FIFTH AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

EQUIFAX CREDIT INFORMATION SERVICES, INC.

By: /s/ Joseph E. Dawson  
-----  
Joseph E. Dawson

Its Senior Vice President  
-----

EQUIFAX INC.

By: /s/ Joseph E. Dawson  
-----  
Joseph E. Dawson

Its Senior Vice President  
-----

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CSC ENTERPRISES

By: CSC ENTERPRISES, INC.  
Its Managing Partner

By: /s/ Dale B. Elam  
-----

Its Vice President  
-----

CSC ACCOUNTS MANAGEMENT, INC.

By: /s/ Dale B. Elam  
-----

Its President

-----

CREDIT BUREAU OF TULSA, INC.

By: /s/ Dale B. Elam

-----

Its President

-----

COMPUTER SCIENCES CORPORATION

By: /s/

-----

Its President

-----

LEASE AGREEMENT

dated as of March 18, 1994

between

William J. Wade,
not in his individual capacity but solely as the
Individual Owner Trustee of
Equifax Business Trust No. 1994-A,
as Lessor

and

EQUIFAX INC.,
as Lessee

Leveraged Lease of the J. V. White Technology Center

CERTAIN RIGHTS OF THE LESSOR UNDER THIS LEASE AGREEMENT HAVE BEEN ASSIGNED TO,
AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF
GEORGIA, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, UNDER THE TRUST INDENTURE
DATED AS OF MARCH 18, 1994, BETWEEN THE LESSOR AND THE INDENTURE TRUSTEE, UNDER
THE DEED TO SECURE DEBT AND SECURITY AGREEMENT DATED AS OF MARCH 18, 1994,
BETWEEN THE LESSOR AND THE INDENTURE TRUSTEE AND UNDER THE ASSIGNMENT OF RENTS
AND LEASES DATED AS OF MARCH 18, 1994 BETWEEN THE LESSOR AND THE INDENTURE
TRUSTEE, AS SUCH TRUST INDENTURE, DEED TO SECURE DEBT AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM
TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS THEREOF. THIS LEASE AGREEMENT HAS
BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT THAT THIS LEASE AGREEMENT
CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL
CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS
LEASE AGREEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY
COUNTERPART HEREOF OTHER THAN THE "ORIGINAL EXECUTED COUNTERPART", WHICH SHALL
BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE
INDENTURE TRUSTEE ON OR FOLLOWING THE SIGNATURE PAGE THEREOF. SEE SECTION 22(e)
FOR FURTHER INFORMATION CONCERNING THE RESPECTIVE RIGHTS OF THE INDENTURE
TRUSTEE AND THE NOTEHOLDERS.

THIS COUNTERPART [IS NOT] THE SOLE EXECUTED CHATTEL PAPER ORIGINAL.

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EXHIBIT 10.24

LEASE AGREEMENT

LEASE AGREEMENT (this "Lease"), dated as of March 18, 1994, between WILLIAM J. WADE, not in his individual capacity, but solely as Individual Owner Trustee of Equifax Business Trust No. 1994-A, a Delaware business trust (the "Lessor") and EQUIFAX INC., a Georgia corporation (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor owns the Project; and

WHEREAS, the Lessee desires to lease from the Lessor the Project, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Lessor is willing to lease the Project to the Lessee upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. For purposes of this Lease (including the foregoing recitals), capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Appendix A to the Participation Agreement of even date herewith among Alphafax Properties Limited Partnership, as a Seller, Equifax Inc., as a Seller and Lessee, Equifax Properties, Inc., as General Partner, First Chicago Leasing Corporation, as Owner Participant, Equifax Business Trust No. 1994-A, as the Trust, Wilmington Trust Company, as Corporate Owner Trustee, William J. Wade, as Individual Owner Trustee, NationsBank of Georgia, National Association, as Indenture Trustee, and Trust Company Bank, as Lender, as such Appendix may be amended from time to time in accordance with the terms of the Participation Agreement. Unless otherwise indicated, references in this Lease to sections, paragraphs, clauses, appendices, schedules and exhibits are to the same contained in or attached to this Lease.

SECTION 2. Lease; Lease Term.

(a) Lease. Upon the terms and subject to the conditions of this Lease and subject to the Permitted Exceptions and to the terms and conditions of the other Transaction Documents, the Lessor hereby grants and leases to the Lessee, and the Lessee hereby takes and leases from the Lessor, the Project. The interest in the Project granted by Lessor to Lessee by this Lease is an estate for years under Georgia law.

(b) Lease Term. The term of this Lease shall be as follows:

(i) Interim Term. The interim term (the "Interim Term") shall commence on the Closing Date and shall terminate at the end of August 31, 1994, unless this Lease is earlier terminated in accordance with its terms.

(ii) Basic Term. The basic term (the "Basic Term") shall commence on September 1, 1994, and shall terminate at 11:59 p.m. (Atlanta time) on March 1, 2012, unless this Lease is earlier terminated in accordance with its terms.

(iii) Extension of Lease. The Lease Term is subject to further extension pursuant to Section 12 hereof.

(c) Description. The Project to be leased on the Closing Date is described on Exhibit A.

(d) Lease Supplement. On the Closing Date, the Lessee shall enter into a Lease Supplement in the form of Exhibit B with the Lessor, which Lease Supplement shall (i) state that the Lessee has had an opportunity to inspect and has inspected the Project, (ii) describe the Project, (iii) set forth the Purchase Price, and (iv) if appropriate, set out revised Schedules 1 and 2 if and to the extent rental adjustments have been made on the Closing Date pursuant to Section 3.

(e) Risk of Loss. Upon the execution and delivery of this Lease and any Lease Supplement on the Closing Date, all risk of loss with respect to the Project shall pass to the Lessee.

### SECTION 3. Rent; Adjustments to Rent.

(a) Interim Term. No Rent, other than Supplemental Rent, if any, shall be due and payable by the Lessee to the Lessor during the Interim Term.

(b) Basic Rent. The Lessee shall pay to the Corporate Owner Trustee for the account of the Lessor, as basic rent (hereinafter referred to as "Basic Rent"), the following amounts:

(i) on each Basic Rent Payment Date occurring during the Basic Term, an amount equal to (A) the Purchase Price multiplied by (B) the percentages set forth opposite such Basic Rent Payment Date on Schedule 1 to this Lease in advance or arrears as set forth in such Schedule 1, as such Schedule 1 may (subject always to Section 3(g) hereof) be amended by any Lease Supplement, plus or minus the Basic Rent Differential Amount;

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(ii) on each Basic Rent Payment Date occurring during any Fixed-Rate Renewal Term, an amount determined in accordance with Section 12(a);

(iii) on each Basic Rent Payment Date occurring during any Fair Market Renewal Term, an amount determined in accordance with Section 12(b); and

(iv) on each Basic Rent Payment Date occurring during any Short-Term Renewal, an amount determined in accordance with Section 12(c).

(c) Supplemental Rent. The Lessee shall pay as supplemental rent (herein referred to as "Supplemental Rent"), the following amounts:

(i) when due, any amount payable hereunder as Stipulated Loss Value as herein provided;

(ii) when due, to or for the account of the Lessor (or any trustee or co-trustee or additional trustee appointed pursuant to the Trust Agreement) amounts equal to any amounts payable by the Lessor in respect of the Make Whole Amount and any other amounts (other than principal and interest) payable on the Notes or under the Indenture (including without limitation amounts payable under Section 2.9, 2.10 and 2.11 thereof);

(iii) when due, or if no due date is specified on demand therefor, any amount (other than those sums described in clauses (i) and (ii) above) that the Lessee is obliged to pay to, or for the account of, the Lessor (or any trustee or co-trustee or additional trustee appointed pursuant to the Trust Agreement), the Owner Participant, the Indenture Trustee (or any note registrar, paying agent, co-trustee or additional trustee appointed pursuant to the Indenture), any Noteholder or any Indemnitee under this Lease or any other Transaction Document;

(iv) on demand and in any event not later than the Basic Rent Payment Date next succeeding the date such amounts shall be due and payable hereunder, to the extent permitted by Applicable Law, interest (computed on the basis of a 360-day year of twelve-30 day months) on any Rent not paid when due at a rate per annum equal to the Overdue Rate from and including the due date thereof to but excluding the date of payment thereof (unless payment is made after 12:00 noon, Atlanta time, in which event such date of payment shall be included);

(v) on each applicable Basic Rent Payment Date, such additional amount as shall, after reducing the sum of the scheduled amount of Basic Rent plus such additional amount by

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any applicable withholding Taxes, cause the amount remaining after such reduction to equal the aggregate amount of principal and accrued interest scheduled to be due and payable on all outstanding Notes on the applicable Basic Rent Payment Date; and

(vi) contemporaneously with making any other payment of Supplemental Rent (other than Stipulated Loss Value or payments denominated as interest payable to the Lessor, the Owner Participant or any Noteholder), such additional amount to the Owner Participant as shall be sufficient to cause such other Supplemental Rent payment to have been made on an After-Tax Basis to the Owner Participant.

(d) Method of Payment. Each payment of Rent shall be made in immediately available funds no later than noon, Atlanta time, on the date such payment shall be due and payable hereunder, and shall be paid either (i) in the case of payments other than Excepted Payments, by wire transfer to the Indenture Trustee to the account specified in Appendix B to the Participation Agreement for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee on behalf of the Lessor) to the account specified in Appendix B to the Participation Agreement or into such other account as the Indenture Trustee may specify by notice in writing to the Lessee, or (ii) in the case of Excepted Payments, to such Person as shall be entitled to receive such payment at such address as such Person may specify by notice to the Lessee; provided, however, that with respect to Excepted Payments due to the Owner Participant, all such payments shall be made by wire transfer to the account specified in Appendix B to the Participation Agreement or such other account as the Owner Participant may specify in writing to the Lessee. If the date on which any payment of Rent is due hereunder is not a Business Day, such payment shall be made as aforesaid on the next succeeding Business Day, with the same force and effect as if made on the nominal due date provided for in this Lease. Any provision to this Lease to the contrary notwithstanding, all Basic Rent, all Supplemental Rent constituting Stipulated Loss Value, proceeds payable pursuant to Section 14 hereof, all amounts determined by reference to the Make Whole Amount or other amounts payable to the Indenture Trustee or the Noteholders, shall in each such case be paid to the Indenture Trustee on behalf of the Lessor for application in accordance with the provisions of the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case each such payment shall be paid to, and applied by, the Corporate Owner Trustee on behalf of the Lessor).

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(e) Adjustments to Rent.

(i) The percentages for Basic Rent and Stipulated Loss Value, all as set forth in Schedules 1 and 2 hereto, have been calculated on the basis of the Pricing Assumptions.

(ii) If (A) the Closing Date is different than March 21, 1994, (B) on or prior to the Closing Date, the characterization of the Project by depreciation category as set forth in the Appraisal is different than that set forth in the Pricing Assumptions, (C) on or subsequent to the Closing Date, the Debt Rate or the amortization schedule of the Notes or the amount of Transaction Expenses is other than as set forth in the Pricing Assumptions including, without limitation, as a result of any change in the Debt Rate to a fixed or variable rate of interest on the Reset Date pursuant to Article XIII of the Participation Agreement and the terms of the Notes, (D) on the Closing Date, the ratio of the Equity Portion of the Purchase Price to the Purchase Price is different than as set forth in the Pricing Assumptions as a result of any adjustments referred to in clauses (A) through (C) above, in the aggregate, (E) on or prior to the Closing Date, there is any Change in Tax Law, (F) subsequent to the Closing Date, any refinancing of the Notes or any Supplemental Financing is consummated pursuant to Section 9.01 of the Participation Agreement, (G) subsequent to the Closing Date, the Tax Indemnity Agreement provides for the readjustment of Stipulated Loss Value, (H) subsequent to the Closing Date, in the event of a Partial Taking and the payment of the proceeds thereof to the Indenture Trustee for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee on behalf of the Lessor) as contemplated by Section 9(g) (i) hereof and Sections 4.5 and 5.1(c) of the Indenture, or (I) on the

Closing Date, any other Pricing Assumption set forth on Schedule 3 proves incorrect then, and in each such case, such percentages for Basic Rent and Stipulated Loss Value, as applicable, shall (subject always to Section 3(g) hereof) be adjusted (upward or downward) so as to preserve the Owner Participant's Net Economic Return. Any such adjustments shall (subject always to Section 3(g) hereof) be reflected in a Lease Supplement.

(iii) Any adjustments pursuant to this Section 3(e): (A) shall, to the extent consistent with preserving the Owner Participant's Net Economic Return, minimize the net After-Tax present value cost (utilizing the After-Tax Discount Rate) to the Lessee (subject to the requirements of Section 3(f)) and minimize (but not necessarily avoid) the risk that the transactions effected pursuant to the Participation Agreement and this Lease will be classified by the Lessee as other than

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an "operating lease," as such term is defined under then-current GAAP, and (B) shall, in all events, satisfy the provisions of Revenue Procedures 75-21 and 75-28, and avoid the application of section 467(b)(2) of the Code to the same extent and in the same manner as such provisions are satisfied or avoided, respectively, under the Pricing Assumptions.

(f) Computation of Adjustments.

(i) Upon the occurrence of an event requiring adjustments pursuant to Section 3(e), the Owner Participant shall make the necessary computations on a basis consistent with that used by the Owner Participant in the computation of the percentages for Basic Rent and Stipulated Loss Value set forth in the Schedules hereto, as theretofore adjusted, taking into account only the event giving rise to the adjustments and the provisions of Section 3(e). Such adjustments shall be effective (A) on the 30th day after the Owner Participant shall have furnished to the Lessee an Officer's Certificate confirming that such adjustments have been properly computed in accordance with the provisions of this Lease (or on such earlier day as the Lessee agrees in writing as to such adjustments) or (B) if the Lessee shall have disputed any computation or amount set forth in such certificate on or before such 30th day, on the date on which such dispute is resolved in accordance with Section 3(f)(ii), and shall remain effective until changed in consequence of any event occurring thereafter requiring further adjustment pursuant to Section 3(e).

(ii) Within 30 days after the Owner Participant shall have provided the Lessee with a certificate pursuant to Section 3(f)(i), the Lessee may request that the Owner Participant furnish all information necessary to permit the confirmation of the accuracy of the Owner Participant's computation of the adjustments described in such certificate to the Qualified Firm. Notwithstanding the foregoing, the Qualified Firm shall only have access to such books and records of the Owner Participant as may be necessary to verify the computation of such adjustments and shall not have access to the income tax returns of the Owner Participant. The Qualified Firm shall be required to confirm to the Owner Participant in writing that all information provided to the Qualified Firm shall remain the property of the Owner Participant, shall be held in strict confidence, shall not be duplicated or revealed to any other Person except to the extent disclosure may be required by Applicable Law, and shall be returned to the Owner Participant upon completion of the confirmation process. Within 30 days after its receipt of such information, the Qualified Firm either shall confirm the accuracy of such computation or shall notify the Owner Participant that such computation and the resulting

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adjustments proposed by the Owner Participant are inaccurate. In the latter event, the Owner Participant shall consult with the Lessee and such Qualified Firm as to the proper computation of the adjustments, whereupon the Owner Participant shall recompute the adjustments in such a manner as shall enable such Qualified Firm to confirm their accuracy. The Lessee and the Owner Participant agree that the sole responsibility of the Qualified Firm shall be to verify the amount of an adjustment pursuant to this Section 3(f) and that matters of interpretation are not within the scope of its responsibilities. All expenses incurred by the Owner Participant and the Lessee in connection with the verification procedures described in this paragraph (ii) (including the fees and expenses of the Qualified Firm) shall be paid by the Lessee, unless the present

value on an After-Tax Basis of Basic Rent (discounted at the After-Tax Discount Rate) proposed by the Owner Participant shall exceed the present value on an After-Tax Basis of Basic Rent (discounted at the After-Tax Discount Rate), properly computed and confirmed, by more than 10 basis points, in which case all such expenses shall be paid by the Owner Participant. Each final or verified adjustment pursuant to this Section 3(f) shall be evidenced by the execution and delivery of a Lease Supplement in form and substance satisfactory to the Lessee and the Owner Participant, and shall be effective as provided herein without regard to the date, if any, on which such Lease Supplement is so executed and delivered.

(g) Sufficiency of Basic Rent and Supplemental Rent. Notwithstanding any other provision of this Lease or of any other Transaction Document, (i) the amount of the installment of Basic Rent payable on each Basic Rent Payment Date (or on such other date as any installment of Basic Rent is due and payable) shall be at least equal to the aggregate amount of principal and accrued interest scheduled to be due and payable on all outstanding Notes on such Basic Rent Payment Date (or other such date) in respect of all Notes then outstanding and (ii) each payment of Stipulated Loss Value (when added to all other amounts required to be paid by the Lessee under this Lease in respect of any Event of Loss or termination (in whole or in part) of this Lease (including amounts determined by reference to the Make Whole Amount, if any) shall be at least equal to an amount sufficient, as of the date of payment, to pay in full the principal of and the Make Whole Amount, if any, and interest then due on all outstanding Notes on and as of such date of payment.

SECTION 4. Net Lease. This Lease is a triple net lease and the Lessee hereby acknowledges and agrees that the Lessee's obligation to pay all Rent, and the rights of the Lessor in and to such Rent, shall be absolute, unconditional and irrevocable and shall not be affected by any circumstance of any character (except as may be expressly provided in this Section 4), including, without

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limitation: (i) any set-off, abatement, counterclaim, suspension, recoupment, reduction, rescission, defense or other right or claim that the Lessee may have against the Lessor, the Owner Trustees, the Owner Participant, the Indenture Trustee, any Noteholder, any vendor or manufacturer of or contractor or subcontractor for the Improvements or any part of any thereof, or any other Person for any reason whatsoever; (ii) any defect in or failure of the title, merchantability, condition, design, compliance with specifications, operation or fitness for use of all or any part of the Project; (iii) any damage to, or removal, abandonment, dismantling, requisition, taking, condemnation, loss, theft or destruction of all or any part of the Project or any interference, interruption or cessation in the use or possession of the Project by the Lessee or by any other Person for any reason whatsoever or of whatever duration; (iv) any restriction, prevention or curtailment of or interference with any use of all or any part of the Project; (v) to the maximum extent permitted by Applicable Law, any insolvency, bankruptcy, reorganization or similar proceeding by or against the Lessee, the Lessor, the Owner Trustees, the Owner Participant, the Indenture Trustee or any other Person; (vi) the invalidity, illegality or unenforceability of this Lease, any other Transaction Document or any other instrument referred to herein or therein or any other infirmity herein or therein or any lack of right, power or authority of the Lessor, the Owner Trustees, the Lessee, the Owner Participant, the Indenture Trustee, any Noteholder or any other Person to enter into this Lease, any other Transaction Document or to perform the obligations hereunder or thereunder or consummate the transactions contemplated hereby or thereby or any doctrine of force majeure, impossibility, frustration or failure of consideration; (vii) the breach or failure of any warranty or representation made in this Lease or any other Transaction Document by the Lessee, the Lessor, the Owner Trustees, the Owner Participant, the Indenture Trustee, any Noteholder or any other Person; or (viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing. The Lessee hereby waives, to the maximum extent permitted by Applicable Law, any and all rights that it may now have or that at any time hereafter may be conferred upon it, by statute or otherwise, to modify, terminate, cancel, quit or surrender this Lease or to effect or claim any diminution or reduction of Rent payable by the Lessee, except in accordance with the express terms hereof. Except as provided herein, the Lessee agrees that, if for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, then, so long as Lessee is in possession and quiet enjoyment of the Project, the Lessee shall pay, to the maximum extent permitted by Applicable Law, to the Owner Trustees on behalf of the Lessor or to the Indenture Trustee, in either such case as expressly provided herein, or to such other Person as may be entitled thereto, an amount equal to each installment of Basic Rent and all Supplemental Rent at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in

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part. Absent manifest error, each payment of Rent made by the Lessee shall be final and the Lessee shall not seek or have any right to recover all or any part of such payment from the Lessor or the Indenture Trustee or such other Person for any reason whatsoever. All covenants, agreements and undertakings of the Lessee herein shall be performed at its cost, expense and risk unless expressly stated otherwise. Nothing in this Section 4 or elsewhere shall be construed as a guaranty by the Lessee of any residual value in the Project or as a guaranty of the Notes. The Lessee's absolute and irrevocable covenant to pay Rent, as provided in this Section 4, shall not affect the Lessee's rights, at law or in equity, otherwise to enforce the Lessor's obligations under this Lease or any other Transaction Documents. There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Project or any portion thereof by reason of the fact that the same Person may acquire or hold or own, directly or indirectly (a) the leasehold estate created hereby or any part thereof or interest therein and (b) the fee estate in the Project or any portion thereof or interest therein, unless and until all Persons having any interest in the interests described in (a) and (b) above which are sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 5. Return. Unless Lessee has theretofore acquired the Project as provided herein, on the Lease Termination Date the Lessee shall vacate and surrender possession of the Project to the Lessor or to a Person specified by the Lessor to the Lessee in writing not less than 30 days prior to the Lease Termination Date (unless such Lease Termination Date results from a termination pursuant to Section 16, in which event no prior notice shall be required) . At the time of such surrender, the Project shall be free and clear of all Liens (other than Liens described in clauses (a) (excluding the rights and interests of the Lessee in the Transaction Documents), (b) (but only Persons whose interest in the Project do not terminate by reason of nondisturbance rights, if any, granted by the Lessor), (c), (d) (to the extent such Taxes are not due and payable), (g) (to the extent such Liens are fully bonded and discharged of record), and (h) of the definition of "Permitted Liens", provided, however, that in the event of any Permitted Lien under clause (d) (other than any Lien for Taxes not yet due and payable), (e) or (f) which is being contested by the Lessee, the Lessee may satisfy its obligations hereunder by causing the Title Insurer to provide affirmative insurance to the Lessor in form and substance reasonably acceptable to the Lessor regarding such Permitted Lien), broom clean in all areas and in the condition and state of repair required by Section 8(a) (i) . Simultaneously with such surrender, the Lessee shall deliver to the Lessor (or to such specified Person) the following items:

- (i) to the extent in the possession or control of the Lessee or any Affiliate thereof (or should be in the

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possession or control of the Lessee or any Affiliate assuming compliance with the terms hereof, which means that the Lessee will not transfer any of these materials to a Person outside of the Lessee's control which would result in a failure of the Lessee to comply with this Section 5(i): originals or complete copies, if the same are required to be left on the Project, of all transferable operating licenses, other licenses, certificates of occupancy, other certificates, permits, authorizations and approvals relating to the use and occupancy of the Project,

- (ii) to the extent in the possession or control of the Lessee or any Affiliate thereof (or should be in the possession or control of the Lessee or any such Affiliate assuming compliance with the terms hereof, which means that the Lessee will not transfer any of these materials to a Person outside of the Lessee's control which would result in a failure of the Lessee to comply with this Section 5(ii)): (x) plans and specifications for all mechanical, electrical and HVAC Systems pertaining to the Project, (y) as-built drawings, blueprints, operating and repair manuals, engineering logs and preventative maintenance records relating to the Project, and (z) plans and specifications for any Modifications whether made by Lessee or made by tenants at the Project and, with respect to those made by tenants, any consents of the Lessee related thereto,

- (iii) the current rent roll for the Project (listing each tenant which is not an Affiliate of the Lessee by name, and specifying with respect to each such tenant, the square footage of such tenant's space, the rental rate per square footage, the rental rate per month, any amount owed for special tenant services, parking charges, prepaid rent, if any, and security deposit, if any), together with (1) the amount of any rent paid by any tenant at the Project to the Lessee or any Affiliate of the Lessee attributable to any period after the Lease Termination Date and (2) with respect

to security deposits, either (x) all security deposits then held by the Lessee or any Affiliate of the Lessee with respect to any such tenants or (y) an assignment of all of Lessee's or such Affiliate's rights with respect to such security deposits not theretofore rightfully applied and not so held,

- (iv) for all lessees and sublessees which are not Affiliates of the Lessee, the originals (if available) or complete copies of all then existing

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leases (other than this Lease) and subleases of the Project (together with all amendments thereto) to which the Lessee or any Affiliate of the Lessee is a party or which shall be in the possession or control of the Lessee or any such Affiliate,

- (v) keys to the Buildings and all locks located therein in the possession or control of the Lessee or any Affiliate of the Lessee, and
- (vi) such other papers and documents which are in the possession or control of the Lessee or any Affiliate thereof which may be necessary for the ownership or the proper operation of the Buildings.

In addition, in connection with such surrender, the Lessee shall also use commercially reasonable efforts to assign to the Lessor (or such specified Person) (x) all then existing maintenance and management contracts relating to the Project with Persons other than Affiliates of the Lessee, (y) all then existing warranties against dealers, manufacturers, vendors, contractors and subcontractors relating to the Project or any portion thereof not theretofore assigned to the Lessor, and (z) all then existing claims against dealers, manufacturers, vendors, contractors and subcontractors which are not Affiliates of the Lessee relating to the Project or any portion thereof not theretofore assigned to the Lessor. The obligations of the Lessee under this Section 5 shall survive the termination of the Lease.

#### SECTION 6. Warranty of the Lessor.

(a) Quiet Enjoyment. The Lessor warrants that, unless a Lease Event of Default shall have occurred and be continuing and (except in the case of a Lease Event of Default specified in Section 15(e)) this Lease shall have been declared to be in default pursuant to Section 16(a), the Lessee's peaceful possession, use and enjoyment of the Project in accordance with this Lease shall not be interrupted or disturbed by the Lessor or any other Person claiming by, through or under the Lessor except for those Persons claiming by, through or under Permitted Liens (except of the type described in clause (c) thereof); provided that the Lessee waives, to the maximum extent permitted by Applicable Law, any claim for damages, except for willful misconduct, arising in connection with any alleged breach by the Owner Trustees, the Lessor or the Indenture Trustee of such warranty after the occurrence and during the continuation of a Lease Event of Default. The right of quiet enjoyment under this Lease described above is independent of, and shall not affect, the Lessor's rights otherwise to initiate legal actions seeking to enforce the obligations of the Lessee under this Lease or the Lessor's rights under Section 20. If the Lessor interrupts or disturbs the Lessee's right of quiet enjoyment under this Lease, or if the Lessor is otherwise in default under this

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Lease, then the Lessee may bring an action against the Lessor to recover from the Lessor all damages suffered, incurred or sustained by the Lessee (including, without limitation, court costs and reasonable attorneys' fees actually incurred) as a result of, by reason of or in connection with such interruption, disturbance or other default, and/or to obtain specific performance of the Lessor's obligations under this Lease, but in no event shall the Lessee have the right to set off against or make a deduction from Basic Rent, Supplemental Rent or other amounts due under this Lease, nor shall the Lessee have the right to terminate this Lease pursuant to a claim of constructive eviction or otherwise.

- (b) Disclaimer of Other Warranties.

(i) THE WARRANTY SET FORTH IN SECTION 6(a) IS IN LIEU OF ALL OTHER WARRANTIES OF THE LESSOR, WHETHER WRITTEN, ORAL OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE PROJECT. As among the Owner Trustees, the Owner Participant, the Indenture Trustee, the Lessor and the Lessee, execution by the Lessee of this Lease shall be conclusive proof of Lessee's acceptance of the Project as complying with all requirements of this Lease.

(ii) The Project is leased in its present condition without representation or warranty by the Lessor and subject to the rights

of the parties in possession, to the existing state of title, to all Applicable Laws now or hereafter in effect and, without limiting the generality of the foregoing, to all present and future Liens (exclusive, however, of Lessor's Liens and Owner Participant's Liens). The Lessee has examined the Project and title thereto and has found all of the same satisfactory for all purposes. THE LESSOR HAS NOT MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND, EXCEPT AS PROVIDED IN SECTION 6(a), THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION, OR DURABILITY THEREOF, OR AS TO THE TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 6(b) HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION BY THE LESSOR OF, AND THE LESSOR DOES HEREBY DISCLAIM, ANY AND ALL WARRANTIES BY THE LESSOR, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF HABITABILITY WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANOTHER LAW

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Sale for a breach of any warranty of title made by the Lessee or Alphafax), such total failure of title shall be treated as a Requisition of Title with respect to which the Lessor shall have accepted the Lessee's Rejectable Offer under Sections 9(c) and 21 hereof, and the Lessee shall purchase the Project on the first Loss Determination Date occurring at least forty-five (45) days after the date the Title Insurer confirms in writing the total failure of title. In such event, upon (A) payment of all amounts due under and compliance with all of the provisions of Sections 9(c) and 21, and (B) receipt by the Lessor, the Corporate Owner Trustee and the Indenture Trustee of a release, in form and substance satisfactory to each of them, from the Title Insurer against any claims to the funds paid by the Lessee pursuant to clause (A) above, the rights to all such title insurance proceeds shall vest in the Lessee.

(ii) If the proceeds relate to title defects, events or circumstances which constitute less than a total failure of title, (A) said proceeds shall be used to cure such title defects, events or circumstances (or to reimburse any Person who has effected, in whole or in part, such cure), and shall be held, pending such use, in accordance with the provisions of Section 9(g) (ii) or 9(h), as applicable, and (B) the balance, if any, shall be distributed in accordance with Section 9(g) (iv) or 9(h), as applicable.

SECTION 7. Liens. The Lessee shall not directly or indirectly create, incur or suffer to exist any Lien on or with respect to the Project, the Lessor's title thereto or interest therein, as the case may be, except Permitted Liens. The Lessee, at its own expense and promptly (and in any event within 30 days) after a Responsible Officer of the Lessee has actual knowledge of the filing thereof (or the existence thereof if filing is not required to give effect to such Lien), shall take such action as may be necessary to discharge any such Lien that may arise. WITHOUT LIMITING THE OBLIGATIONS OF THE TRUST COMPANY, THE OWNER TRUSTEES, THE TRUST, THE LESSOR, THE INDENTURE TRUSTEE AND THE OWNER PARTICIPANT TO DISCHARGE LESSOR'S LIENS, INDENTURE TRUSTEE'S LIENS AND OWNER PARTICIPANT'S LIENS, RESPECTIVELY (PROVISION FOR WHICH IS CONTAINED IN AND GOVERNED BY THE PARTICIPATION AGREEMENT), NOTICE IS HEREBY GIVEN THAT THE LESSOR IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PROJECT OR ANY PART THEREOF THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN AND TO THE PROJECT OR ANY PART THEREOF.

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SECTION 8. Operation and Maintenance; Modifications.

(a) Operation and Maintenance.

(i) Standard. The Lessee may use the Project solely as an office building and technology center complex in accordance with Applicable Law and, in connection therewith, for such other and additional lawful ancillary purposes as are consistent therewith, including, but not limited to, executive, administrative, clerical, drafting, printing, data processing, billing, employment, legal, accounting, purchasing and sales purposes, and for all activities

normally incidental thereto or related to the conduct of the Lessee's business, including, but not limited to, vending machines, food service for employees and incidental retail, commercial, banking and other service operations. The Lessee shall maintain all parts of the Project in the same order, condition and repair as of the Closing Date, ordinary wear and tear excepted, and shall take all actions and make all Modifications (if any) to the Project as may be required by Applicable Laws and Insurance Requirements for the Project and for other similar real estate projects in the metropolitan Atlanta, Georgia area. The Lessee may install a sign on the Site or on the exteriors of the Improvements, and from time to time may change the signs, without the Lessor's approval. The Lessee shall have the sole right to name the Project prior to the Lease Termination Date. At the Lessor's request, the Lessee shall remove any such signs, at the Lessee's sole cost and expense, on or prior to the Lease Termination Date and shall repair any damage caused thereby. In addition, the Lessee may install and, once installed, modify a television, microwave, satellite or other antenna communications system (individually and collectively called the "Antennae") on the roofs of the Improvements for use in connection with the Lessee's and its subtenant's businesses. The Antennae shall be installed at the Lessee's expense in a good and workmanlike manner. The Lessee shall be responsible for procuring whatever licenses or permits may be required from third Persons for the use or operations of the Antennae. At the Lessor's request, the Lessee shall remove all Antennae, at the Lessee's sole cost and expense, on or prior to the Lease Termination Date and shall repair any damage caused thereby. The Lessor shall have no obligation to operate, service, maintain, alter, repair, rebuild or replace the Project or any part thereof, and the Lessee expressly waives (to the maximum extent permitted by Applicable Law) the right to perform any such action at the expense of the Lessor pursuant to any Applicable Law.

(ii) Payment of Taxes and Other Impositions. Upon the written request by the Lessor and the Indenture Trustee, except as otherwise provided in Section 7.04 of the Participation Agreement, the Lessee shall, unless it is

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otherwise contesting such matters in compliance with Section 8(g), provide the Lessor and the Indenture Trustee with evidence of the payment of any Taxes, utility charges or other impositions, the failure of which to be paid would cause the imposition of a Lien (other than a Permitted Lien) upon the Project.

(iii) Encroachments. The Lessee shall undertake no addition to or improvement of the Project which encroaches onto property not a part of the Site unless it shall have obtained a license, easement, encroachment or other agreement in form and substance reasonably satisfactory to the Owner Participant and the Indenture Trustee from the Person owning the property onto which the addition or improvement encroaches.

(b) Inspection. Upon not less than 10 Business Days' notice to the Lessee (unless a Material Lease Default or Lease Event of Default shall have occurred and be continuing or an emergency exists with respect to the Project, and then upon such notice as may be reasonable under the circumstances), any of the Corporate Owner Trustee, the Lessor, the Owner Participant, the Indenture Trustee and the Noteholders, accompanied by an individual designated by the Lessee (if the Lessee so elects, provided that the Lessee's failure to designate such an individual shall not constitute the basis for prohibiting any such inspection), shall have the right to inspect the Project, including any financial and accounting records and contracts, other than Restricted Information, relating solely to the use, operation and maintenance of the Project or as is otherwise necessary to determine whether the covenants, terms and provisions of the Transaction Documents have been complied with by the Lessee and to make copies and extracts therefrom, and to discuss the affairs, finances and accounts of the Lessee specifically as the same relate to the Project or the Lessee's compliance with the provisions of the Transaction Documents with its officers (subject, in each case, to Applicable Law, the provisions of Section 12.09 of the Participation Agreement regarding confidentiality, and any then-existing security protocols or other standard policies or procedures established by the Lessee with respect to the Project from time to time) at their sole expense (unless a Material Lease Default or Lease Event of Default shall have occurred and be continuing, in which case the reasonable expense of such inspection shall be the Lessee's responsibility) and risk (unless a Material Lease Default or Lease Event of Default shall have occurred and be continuing, in which case such risk shall be borne by the Lessee) and, in any event, any such inspection shall be conducted during normal business hours and so as not to interfere unreasonably with the Lessee's or any permitted sublessee's business or the operation and maintenance of the Improvements; provided, however, that unless such a Material Lease Default or Lease Event of Default or such an emergency has occurred and is continuing, (i)

Trustee, the Lessor and the Owner Participant together shall act through no more than two representatives, (ii) the Indenture Trustee and the Noteholders together shall act through no more than two representatives, and (iii) the frequency of inspections made pursuant to this Section 8(b) (which need not be made concurrently) shall be limited to no more than once in any twelve month period for (y) the Corporate Owner Trustee, the Lessor and the Owner Participant representatives, and (z) the Indenture Trustee and the Noteholder representatives, respectively; provided further, however, that such inspections may be made more frequently than once in any twelve month period, as necessary, if the Corporate Owner Trustee, the Lessor, the Owner Participant, the Indenture Trustee or the Noteholders, or any one of them, has reason to believe that the Project is not being properly used, operated, maintained or repaired in accordance with the terms and provisions of this Lease. None of the Corporate Owner Trustee, the Lessor, the Owner Participant, the Indenture Trustee or the Noteholders shall have any duty whatsoever to make any inspection referred to in this Section 8(b) or shall incur any liability or obligation by reason of not making any such inspection.

(c) Modifications.

(i) Subject to Sections 8(g) and 13, the Lessee, at its expense (except as provided in Section 9.01(b) of the Participation Agreement), shall make all Modifications required by any Applicable Law, Governmental Action and Insurance Requirements.

(ii) In addition, the Lessee may, at its expense (except as provided in Section 9.01(b) of the Participation Agreement) and from time to time, make any Modification that the Lessee may deem desirable in the conduct of its business so long as the Project continues to be used for the permitted purposes set forth in Section 8(a)(i) hereof; provided, however, that such Modifications shall be completed in a good and workmanlike manner, in compliance with Applicable Law and Insurance Requirements and in a manner that maintains or improves the value, character, quality, utility and remaining useful life of the Improvements and does not cause the Project to be "limited use" property within the meaning of Rev. Proc. 76-30, 1976-2, C.B. 647; provided, further, that in the event any Nonseverable Modification or any related series of Nonseverable Modifications is reasonably expected to have a cost exceeding \$2,000,000, Indexed, the Lessee shall first obtain the prior written consent of the Owner Participant and the Required Lenders (which consent shall not be unreasonably withheld or delayed) to such Nonseverable Modification or series of Nonseverable Modifications; and provided, finally, that no such Modification shall be made without the prior written consent of the Owner Participant and the Indenture

Trustee if a Material Default or Lease Event of Default shall have occurred and be continuing.

(d) Title to Modifications. Title to each Modification shall vest as follows:

(i) in the case of each Nonseverable Modification whether or not the Corporate Owner Trustee or the Lessor shall have provided or arranged financing (in whole or in part) of the cost of such Modification by a Supplemental Financing, the Lessor (acting through the Individual Owner Trustee) shall, without further act, effective on the date such Modification shall have been incorporated into the Project, acquire title to such Modification and such title shall be subject to the Lien of the Security Documents at no expense to the Corporate Owner Trustee, the Lessor or the Indenture Trustee (without further action by the Lessee);

(ii) in the case of each Severable Modification that is not required by any Applicable Law, Governmental Action or Insurance Requirements, the Lessee shall retain title to such Modification and such title shall not be subject to the Lien of the Security Documents;

(iii) in the case of each Severable Modification required by Applicable Law, Governmental Action or Insurance Requirements, title to such Modification shall immediately vest in the Lessor (acting through the Individual Owner Trustee) and such title shall be subject to the Lien of the Security Documents at no cost to the Corporate Owner Trustee, the Lessor or the Indenture Trustee (without further action by the Lessee); provided, however, that the

Lessee shall take such actions as may be reasonably required by the Corporate Owner Trustee, the Lessor or the Indenture Trustee to evidence the transfer of title and the perfection of such Lien; and

(iv) unless the Lessee has then purchased the Project, title to (A) all Severable Modifications title to which Modifications were vested in the Lessee pursuant to this Section 8(d), and (B) trade fixtures and the like pursuant to Section 8(f) in either case which remain at the Project on the Lease Termination Date (or, in the event the Lease is terminated pursuant to Section 16(a), on the 45th day following the Lease Termination Date) shall vest automatically in the Lessor (acting through the Individual Owner Trustee) as of such date without the payment of any sum not otherwise required under this Section 8(d); provided, however, that the Lessee shall pay, or reimburse the Corporate Owner Trustee, the Lessor and the Indenture Trustee for, any reasonable costs incurred in connection with the removal or disposal of such Severable Modifications or trade fixtures.

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Immediately upon title to a Modification vesting in the Lessor pursuant to subparagraphs (i) or (iii) of this Section 8(d), such Modification shall, without further act, become subject to this Lease and be deemed part of the Improvements for all purposes hereof. Modifications as to which title remains in the Lessee pursuant to subparagraph (ii) of this Section 8(d) shall not be deemed a part of the Project.

On the Lease Termination Date, the Lessor will have the option to purchase any Severable Modification to which the Lessee has retained title under Section 8(d)(ii) at the then Fair Market Sales Value for such Severable Modification (determined by the Appraisal Procedure in the absence of agreement of the parties), and upon payment by the Lessor to the Lessee of such Fair Market Sales Value by wire transfer of immediately available funds, the Lessee shall execute and deliver to the Lessor a bill of sale for the Lessee's interest in such Severable Modification, free of, and with a warranty by the Lessee against, any Liens arising by, through or under the Lessee. In such case, all reasonable charges incident to such transfer, including, without limitation, the Lessee's, the Corporate Owner Trustee's, the Lessor's and the Owner Participant's reasonable attorneys' fees and (except to the extent required otherwise by Applicable Law) all applicable sales, use, value-added, transfer, transaction, and similar taxes required to be paid in connection with such transfer (but not any taxes imposed on, based on or measured by gross, adjusted gross or net income, capital gains taxes or any minimum tax or alternative minimum tax, gross receipts, capital or net worth, franchise, excess profits or conduct of business (other than Taxes which are, or are in the nature of, sales, use, transfer, transaction, rental, value added, ad valorem or property Taxes), payable by the Lessee upon or with respect to the sale or disposition by it of such Severable Modification) that may be imposed by reason of such transfer and the delivery of such bill of sale shall be apportioned between the Lessor and the Lessee in accordance with the then-custom in Alpharetta, Georgia. At least 180 days prior to the expiration of the Lease Term (or promptly after a termination under Section 16), but not before 36 months prior to the Lease Termination Date, the Lessee shall provide the Lessor and the Indenture Trustee (so long as the Lien of the Security Documents has not been discharged in accordance with Section 10.1 of the Indenture) in writing with a list of each Severable Modification to which the Lessee has retained title and which the Lessee intends to remove from the Project. The Lessor must give Lessee notice of its election to exercise its option, if at all, by written notice to the Lessee within 120 days after receipt of the Lessee's notice specifying such Severable Modifications (or within thirty (30) days after receipt of such list in connection with a termination under Section 16).

(e) Removal or Replacement of Property. Subject to compliance with Applicable Law and Insurance Requirements, and so

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long as no Material Lease Default or Lease Event of Default shall have occurred and be continuing, the Lessee may remove or replace any Severable Modification, and any other property to which the Lessee shall have title as provided in Section 8(d), Section 8(f) or otherwise; provided, that the Lessee, at its expense and prior to the Lease Termination Date, shall repair any damage to the Project (or any part thereof) caused by such removal and shall restore any diminishment in the value, utility or remaining useful life of the Project caused by such removal. If any Part is removed from the Project (or any part thereof) for the purpose of replacement thereof with another Part, title to such removed Part shall remain the property of the Lessor (acting through the Individual Owner Trustee), no matter where such removed Part is located, until such time as the Part constituting a replacement thereof (a "Replacement Part") shall have been incorporated into the Improvements, at which time title to such Replacement Part shall then and thereupon vest in the Lessor (acting through the Individual Owner Trustee) and shall be subject to the Lien of the Security

Documents, and at which time, without further act, title to such removed Part shall vest in the Lessee or in such Person as shall be designated by the Lessee, free of the Lien of the Security Documents, and such property shall not thereafter be part of the Project. Each such Replacement Part shall be free and clear of all Liens (except Permitted Liens), shall upon installation become a part of the Project (with title thereto vesting in the Lessor (acting through the Individual Owner Trustee)), and shall be in as good operating condition as, and shall have a value, utility and remaining useful life at least equal to, that of the Part removed, it being assumed for purposes of this sentence that such removed Part was in the condition and state of repair required by Section 8 (a).

(f) Trade and Other Fixtures. All trade and other fixtures, personal property, machinery, equipment and the like from time to time located at or used in connection with the Project, including, without limitation, the trade fixtures and other property described on Schedule 4 to this Lease, but excluding always all items of Equipment and all fixtures comprising part of the Improvements, are acknowledged by the Lessor and the Indenture Trustee to be the Lessee's or another Person's property and do not constitute part of the Project (or any part thereof) and, without the Lessor's or the Indenture Trustee's prior written approval, the Lessee or such Person may make such improvements and alterations thereto as it may desire, at its own expense. Any such trade or other fixtures (similar to those listed on Schedule 4 to this Lease) hereafter made or installed by or for the Lessee or any Person subleasing space from the Lessee (and not financed by the Lessor pursuant to Section 9.01(b) of the Participation Agreement) shall remain the property of the Lessee or such Person, as applicable and in case of damage or destruction thereto by fire or other causes, the Lessee and such Person shall have the right to recover the value thereof as its own loss from any insurance

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company with which it has insured the same, or to claim an award in the event of condemnation, notwithstanding that any of such things might be considered a part of the Project (or any part thereof). The Lessee or any Person subleasing space from the Lessee may remove all or any of such things, at any time during the Lease Term or, at their option, the Lessee or such Person may abandon the same, in whole or in part, to the Lessor at the expiration or earlier termination of the Lease Term by vacating such property without removing the same, in which case, title to such property shall vest in the Lessor; provided that in the case of any such removal by the Lessee or by any Person subleasing space from the Lessee, the Lessee shall repair any damage to the Project caused by such removal; and provided, further, that the Lessee shall pay, or reimburse the Corporate Owner Trustee, the Lessor and the Indenture Trustee for, any reasonable costs incurred by the Corporate Owner Trustee, the Lessor or the Indenture Trustee in connection with the removal or disposal by it of the abandoned property. If an Event of Loss occurs, the Lessee or any Person subleasing space from the Lessee shall be solely entitled to any condemnation award or insurance proceeds attributable to its trade or other fixtures as to which it retains title pursuant to Section 8(d). Notwithstanding the foregoing, if the insurance policy covering any item subject to this Section 8(f) also covers the Project or any portion thereof, such insurance shall be obtained so as not to conflict with or limit the insurance required to be maintained under Section 10(a) and neither the Lessee nor any other Person shall take any action, or omit to take any action, so as to impair any recovery in favor of the Lessee or any Loss Payee or any Additional Insured of any insurance proceeds under policies required to be maintained under Section 10(a).

(g) Contest of Taxes or Requirements of Law. If, with respect to any Taxes or any requirement of Applicable Law or any Governmental Action (i) the Lessee is contesting diligently and in good faith by appropriate proceedings (in accordance with Section 7.04 of the Participation Agreement with respect to Taxes) such Taxes or requirement of Applicable Law or Governmental Action, or (ii) compliance with such requirement or Governmental Action shall have been excused or exempted by a valid nonconforming use permit, waiver, extension or forbearance exempting the Lessee from such requirement or Governmental Action or (iii) the Lessee shall be making a good faith effort and shall be diligently taking appropriate steps to comply with such requirement or Governmental Action, then the failure by the Lessee to comply with such requirement or Governmental Action shall not constitute a Lease Default or Lease Event of Default hereunder; provided that such contest or noncompliance does not involve (A) any danger of criminal liability being imposed on the Lessor, the Trust, the Corporate Owner Trustee, the Owner Participant, the Indenture Trustee or any Noteholder or (B) any risk of (1) the loss or sale of, or the creation of any Lien (other than a Permitted Lien) on, the Project, or (2) material civil liability being imposed on the

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Lessor, the Trust, the Corporate Owner Trustee, the Owner Participant, the Indenture Trustee or any Noteholder. The Lessee shall provide the Corporate Owner Trustee, the Lessor and the Indenture Trustee with notice of any contest of the type described in clause (i) above in detail sufficient to enable the

Lessor and the Indenture Trustee to ascertain whether such contest may have any material adverse effect of the type described in the above proviso.

(h) Reports. To the extent permissible under Applicable Law, the Lessee shall, at the Lessee's cost and expense, prepare (or cause to be prepared) and file in a timely fashion, or, if the Lessor shall be required to file, the Lessee, at the Lessee's cost and expense, shall prepare or cause to be prepared and delivered to the Lessor within a reasonable time prior to the date for filing, and the Lessor (or the Corporate Owner Trustee on behalf of the Lessor) shall file, all reports, applications, permits, requests or other filings with respect to the Project or the condition or operation thereof that shall be required by Applicable Law to be filed with any Governmental Authority and if, in the Lessee's judgment, it is necessary or appropriate for the Lessor (or the Corporate Owner Trustee on behalf of the Lessor) to sign, approve or join in any such report, application, permit, request or other filing, neither the Lessor nor the Corporate Owner Trustee acting on behalf of the Lessor shall unreasonably refuse to sign, approve or join therein promptly after the receipt of the Lessee's written request therefor and reasonable opportunity to review same (with appropriate consultants reasonably acceptable to the Lessee, if reasonable in the circumstances), and any reasonable out-of-pocket expenses incurred by the Corporate Owner Trustee, the Lessor or the Owner Participant in connection therewith shall be promptly paid on an After-Tax Basis by the Lessee upon receipt of bills therefor.

(i) Environmental Compliance.

(A) The Lessee shall promptly notify the Lessor, the Corporate Owner Trustee, the Owner Participant and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee of (i) any occurrence or release at, on, under or from the Project, or beyond the Project which affects the Project, that has resulted in or is substantially likely to result in any material expense relating to or material noncompliance with any applicable Environmental Law or that has resulted in or is substantially likely to result in a material Environmental Claim, such notice to be given no later than fourteen (14) Business Days after a Responsible Officer of the Lessee obtains actual knowledge of the occurrence or release and (ii) any pending or written threatened material Environmental Claim against the Lessee and related to or affecting the Project, such notice to be given no later

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than fourteen (14) Business Days after a Responsible Officer of the Lessee has actual knowledge that such Environmental Claim has been commenced or threatened in writing. To the extent possible, all such notices shall describe in reasonable detail the nature of such Environmental Claim, occurrence or release and the Lessee's response thereto.

(B) Upon reasonable written request, the Lessee shall promptly provide the Lessor and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee with copies of material, non-privileged written communications and other material, non-privileged documents relating to the subject of any notice required under Section 8(i) (A).

(C) If any release or occurrence happens at the Project that results or is substantially likely to result in material expense relating to or material noncompliance with any applicable Environmental Law or a material Environmental Claim related to or affecting the Project, the Owner Participant, the Lessor, the Corporate Owner Trustee or (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee may require the Lessee to perform diligently, at the Lessee's sole cost and expense, an environmental assessment of appropriate scope under the circumstances, prepared by an environmental consultant selected by the Lessee and reasonably acceptable to the requesting Person. Unless otherwise agreed to by the requesting Person, the report regarding such assessment shall be addressed to and may be relied upon by the Lessee, the requesting Person, the Participants, the Lessor, the Owner Trustees and the Indenture Trustee.

(D) The Lessee will not cause or permit the use, release, generation, treatment, storage, recycling or disposal of any Hazardous Substances on the Project or the transportation of Hazardous Substances to or from the Project by the Lessee, its sublessees and/or its or their respective agents, employees, contractors or invitees other than in material compliance with all applicable Environmental Laws. The Lessee shall not operate a hazardous waste management facility at the Project.

(E) The Lessee shall comply in all material respects with all applicable Environmental Laws now or thereafter applicable to the use, modification, operation, construction or maintenance of the Project and the Lessee shall have sole responsibility for all expenses (including

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legal and other professional fees and expenses and costs of investigation) incurred by any Participant, the Lessor, the Owner Trustees or the Indenture Trustee associated with such compliance, including compliance with any applicable Environmental Law or Governmental Action directed to any Participant, the Lessor, any Owner Trustee or the Indenture Trustee (prior to the time the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) or to which any Participant, the Lessor, the Owner Trustees or the Indenture Trustee may become subject, in connection with the Project, unless, as to any such Person, such expenses are incurred as a result of the actions of such Person. The Lessee shall not install, and shall not permit the installation by its sublessees and/or its and their respective agents, employees, contractors and invitees of, any underground storage tanks, surface impoundments or asbestos-containing materials on the Project other than in compliance in all material respects with applicable Environmental Law and Governmental Action and the Lessee shall cause any alterations of the Project undertaken by, through or under the Lessee to be completed in a way so as to minimize the possibility of exposure of persons working on or visiting the Project to Hazardous Substances in excess of safety levels established by any applicable Environmental Law and so as not to violate in any material respect any applicable Environmental Law.

SECTION 9. Event of Loss.

(a) Events of Loss; Notice.

(i) If an Event of Loss shall occur or if any substantial or significant part of the Project shall suffer or be subject to material damage, loss, condemnation, theft or seizure that does not constitute an Event of Loss, the Lessee shall promptly, and in any case within 10 days after a Responsible Officer of the Lessee shall have actual knowledge of such event, so notify the Lessor and (unless the Lien of the Security Documents has been discharged pursuant to Section 10.1 of the Indenture) the Indenture Trustee and, at the Lessee's sole cost and expense, shall diligently pursue collection of insurance or condemnation proceeds in a manner reasonably acceptable to the Lessor and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee.

(ii) If an Event of Loss (other than an Event of Loss due to Condemnation) occurs during the Interim Term, Basic Term or any Renewal Term, the Lessee shall, within 180 days of the occurrence of such Event of Loss, notify the Lessor and

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(unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee in writing (the "Event of Loss Notice") of its election to either (A) reconstruct the Project so as to meet the standards of Section 9(b) (but only if, in the reasonable opinion of the Lessee (as evidenced by an Officer's Certificate), it is reasonably certain that the Project may be reconstructed in a manner consistent with Section 9(b) prior to the end of the then-current Lease Term (including any Renewal Term as to which the Lessee has given notice in accordance with Section 12)) or (B) terminate the Lease in accordance with Section 9(c) or 9(e), as applicable. If the Lessee has given notice pursuant to clause (A) of this Section 9(a)(ii) that it has elected to reconstruct the Project, then the Lessee shall diligently pursue the commencement of construction and, within 18 months of the occurrence of such Event of Loss (and in no event later than a date which should reasonably permit completion of reconstruction of the Project prior to the expiration of the then current Lease Term (including any Renewal Term as to which the Lessee has given notice in accordance with Section 12) shall commence physical reconstruction (meaning physical work on the Site or the erection or installation of Improvements) of the Project and shall thereafter diligently pursue the completion of the reconstruction. If the Lessee has given notice pursuant to clause (B) of this Section 9(a)(ii) that it has elected to terminate this Lease (or, if the Lessee fails to give any notice pursuant to clause

(A) or (B) of this Section 9(a)(ii), it shall be deemed to have given such clause (B) notice as of the 180th day following such Event of Loss), then the provisions of Section 9(c) or 9(e), as appropriate, shall apply. Notwithstanding the foregoing, the Lessee may not, without the Owner Participant's, the Lessor's and the Indenture Trustee's prior written consent, elect to reconstruct the Project if such Event of Loss occurs within 2 years of the then-scheduled Lease Termination Date (taking into account any Renewal Term referred to in Section 12(h)) and if for any reason whatsoever such consent is not given, this Lease shall terminate as of the one hundred eightieth day following such Event of Loss in accordance with Section 9(c) or 9(e), as applicable. If an Event of Loss due to Condemnation occurs during the Interim Term, Basic Term or any Renewal Term, the Lessee shall give the Lessor and the Indenture Trustee an Event of Loss Notice (or, if the Lessee fails to give such notice, the Lessee shall be deemed to have given such Event of Loss Notice as of the 30th day following such Event of Loss) electing to terminate this Lease in accordance with Section 9(c) or 9(e), as applicable.

(b) Repair. Should damage, loss, condemnation, confiscation or seizure occur that does not constitute an Event of Loss, (i) the Lessee shall make or cause to be made such repairs as

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are necessary to ensure that the Project is repaired and restored to the quality, value, utility and useful life prior to such occurrence (assuming the Project was in the condition required hereunder), in compliance with Section 8(a); provided, however, that in no event shall the contemplated completion date for such reconstruction extend past the then-current Lease Termination Date; and (ii) this Lease shall continue, and each and every obligation of the Lessee hereunder, including, without limitation, the obligation to pay Rent, and under each Transaction Document shall remain in full force and effect until completion of repair of the Project.

(c) Event of Loss During the Interim Term and Basic Term. If an Event of Loss occurs during the Interim Term or the Basic Term and the Lessee shall have delivered (or shall be deemed to have delivered) an Event of Loss Notice electing to terminate this Lease, it shall make (or shall be deemed to have made), by written notice to the Lessor and the Indenture Trustee contemporaneously with such Event of Loss Notice, a Rejectable Offer pursuant to Section 21 hereof to purchase the Project from the Lessor for a cash purchase price (the "Event of Loss Purchase Price") equal to the sum of the Stipulated Loss Value (determined as of the Loss Determination Date), plus Basic Rent due and owing on or prior to such Loss Determination Date (other than Basic Rent payable in advance on such Loss Determination Date), plus the Make Whole Amount and all other amounts then due and owing under the Transaction Documents.

(d) Termination of Lease Term. Upon (i) in the event any Rejectable Offer relating to an Event of Loss is accepted, a Transfer by the Lessor to the Lessee pursuant to Section 21(d)(i) and the payment on or prior to the date of such Transfer of the Event of Loss Purchase Price to the Indenture Trustee for the account of the Lessor for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to and applied by the Corporate Owner Trustee on behalf of the Lessor), or (ii) in the event any such Rejectable Offer is rejected, the payment on or prior to the date on which this Lease is to terminate as herein provided by the Lessor and the Lessee (for the Lessor's account) of the amounts described in Sections 21(c)(i) and 21(c)(ii), respectively, to the Indenture Trustee for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to and applied by the Corporate Owner Trustee on behalf of the Lessor), the Lease Term shall end without further act on the part of the Lessor or the Lessee and all of the Lessee's obligations hereunder (other than any obligation expressed herein or in any other Transaction Document as surviving termination of this Lease) shall cease.

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(e) Event of Loss During any Renewal Term. Subject to the right of the Lessee to elect to reconstruct the Project as provided in Section 9(a)(ii)(A), if an Event of Loss occurs during any Renewal Term, the Lessee shall have the option to terminate this Lease on any Basic Rent Payment Date that is specified by the Lessee (a "Renewal Termination Date") in any Event of Loss Notice given pursuant to Section 9(a), which proposed Renewal Termination Date shall not be earlier than 90 days following such notice or later than the second Basic Rent Payment Date following such notice. On the Renewal Termination Date, the Lessee shall pay to the Corporate Owner Trustee on behalf of the Lessor (or, in the case of Supplemental Rent, to the Person or Persons entitled thereto) the sum of (i) any Basic Rent due on such Renewal Termination Date (other than Basic Rent, if any, payable in advance on such Renewal Termination

Date), (ii) all Supplemental Rent (provided, however, that it is understood and agreed that Stipulated Loss Value shall not be due or payable as a result of the occurrence of an Event of Loss during any Renewal Term) due on such Renewal Termination Date, (iii) any insurance or condemnation proceeds received by the Lessee with respect to the Event of Loss (and to the extent the Lessee may be entitled to such insurance or condemnation proceeds in the future, it shall assign the rights to such proceeds to the Lessor) and the amount of any payments which would have been due from any insurer but for the Lessee's self-insurance and policy deductibles, and (iv) all other amounts then due under the Transaction Documents, and upon such payment and upon compliance with Section 5, the Lease Term shall end and all of the Lessee's obligations hereunder (other than any obligation expressed herein or in any other Transaction Document as surviving termination of this Lease) shall thereupon cease.

(f) Application of Payments on an Event of Loss. Payments received by the Owner Trustees or the Lessor (other than proceeds of insurance carried by the Owner Trustees, the Lessor or the Owner Participant pursuant to Section 10(b)), the Lessee (other than proceeds of insurance carried by or on behalf of the Lessee pursuant to and within the limitations of Section 8(f) or Section 10(b), as the case may be) or the Indenture Trustee from any Governmental Authority, insurer or other Person (plus the amount of any payments which would have been due from an insurer but for the Lessee's self-insurance or policy deductibles) as a result of an Event of Loss shall be applied (with any proceeds received prior to the acceptance or rejection of any Rejectable Offer being held by the Indenture Trustee (or after release of the Lien of the Security Documents on the Indenture Estate in accordance with Section 10.1 of the Indenture, by the Lessor), and invested in Permitted Investments at the direction of the Lessee, until such Rejectable Offer is accepted (or deemed accepted) or rejected) as follows:

(i) if the Lessor shall, in accordance with the provisions of Sections 9(c) and 21, accept the Lessee's Rejectable Offer in connection with an Event of Loss: (x) so much of such

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payments as shall not exceed the amount of Stipulated Loss Value and the other amounts required to be paid by the Lessee pursuant to Sections 9(c) and 21 shall be paid to and applied by the Indenture Trustee in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to and applied by the Corporate Owner Trustee on behalf of the Lessor) in reduction of the Lessee's obligation to pay such amounts if not already paid by the Lessee or, if already paid by the Lessee, shall be paid to and applied by the Indenture Trustee in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee on behalf of the Lessor) to reimburse the Lessee for its payment of such amounts, and (y) any such payments that shall exceed the aggregate of the amounts payable pursuant to clause (x) above shall, in the case of insurance maintained by the Lessee pursuant to Section 10(a) or payments received from any other Person with respect to a Casualty Event, Requisition of Title or Requisition of Use, be paid to, or retained by, and shall become the unencumbered property of, the Lessee; or

(ii) if the Lessor shall, in accordance with the provisions of Sections 9(c) and 21, reject the Lessee's Rejectable Offer in connection with an Event of Loss: (x) the Indenture Trustee (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payments shall be paid to and applied by the Corporate Owner Trustee on behalf of the Lessor) shall be entitled to all such insurance payments with respect to the Project and the Lessee shall pay to the Indenture Trustee for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged pursuant to Section 10.1 of the Indenture, in which case such payment shall be paid to and applied by the Corporate Owner Trustee on behalf of the Lessor) any payments which would have been due from an insurer but for the Lessee's self-insurance and policy deductibles; and (y) in the case of amounts received with respect to any Requisition of Title or Requisition of Use, all such amounts shall, subject to the discharge of the Lien of the Security Documents, be paid to the Lessee and the Corporate Owner Trustee on behalf of the Lessor as the respective interests of the Lessee and the Lessor may appear.

(g) Application of Payments Not Relating to an Event of Loss. Payments received by the Lessor or by the Owner Trustees on behalf of the Lessor (other than proceeds of insurance carried by the Owner Trustees, the Lessor or the Owner Participant pursuant to Section 10(b)), by the Lessee (other than proceeds of insurance

carried by or on behalf of the Lessee pursuant to and within the limitations of Section 8(f) or Section 10(b), as the case may be) or by the Indenture Trustee from any Governmental Authority, insurer or other Person, plus any amounts recovered by the Lessee as contemplated by the last sentence of Section 6(c) (ii) (plus the amount of any payments which would have been due from an insurer but for the Lessee's self-insurance or policy deductibles) with respect to any destruction, damage, loss, condemnation, confiscation, theft, seizure of or requisition of title not constituting an Event of Loss, shall be applied as follows:

(i) all such payments from Governmental Authorities on account of a Partial Taking which cannot be repaired, shall be paid over to, held and applied by the Indenture Trustee in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, in which case such payments shall be paid over to, and retained by, the Corporate Owner Trustee on behalf of the Lessor);

(ii) in all other cases, all such payments from insurers or from other Persons, including Governmental Authorities, shall be held by the Corporate Owner Trustee on behalf of the Lessor or (so long as the Lien of the Security Documents shall not have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee as security for the obligations of the Lessee under this Lease and invested in Permitted Investments at the direction of the Lessee, but any amounts (including earnings on Permitted Investments) so held shall be released and paid over to the Lessee from time to time, in each case upon presentation to the Corporate Owner Trustee and the Lessor or to the Indenture Trustee, as the case may be, of a Lessee Request specifying the amount so to be released, and annexing invoices (not previously used as a basis for any release of funds pursuant to this Section 9(g)) demonstrating expenditures made or to be made by the Lessee upon receipt of such funds for repair, rebuilding and restoration of the Project, and certifying that (x) the funds requested will, to the extent not applied to reimburse the Lessee for such expenditures already made, be applied to the payment of such expenditures incurred, (y) there exist no Liens (other than Permitted Liens) with respect to such repair, rebuilding or restoration and (z) the amounts remaining to be disbursed are fully sufficient to complete such repair, rebuilding and restoration; provided, however, that if the Lessee's unsecured senior debt rating is lower than the Approved Rating (A) the Corporate Owner Trustee on behalf of the Lessor or the Indenture Trustee, as applicable, shall release and pay over such funds for the Lessor's account directly to the Person performing such work or providing such services (or shall release such funds by check payable jointly to the Lessee and such Person) and (B) to the extent any such

payments from insurers or from other Persons received by the Corporate Owner Trustee on behalf of the Lessor or by the Indenture Trustee, as applicable, shall be insufficient to pay the entire cost of the repair, rebuilding or restoration as estimated by a qualified engineer selected by the Person holding such funds (being the Corporate Owner Trustee or the Indenture Trustee, as the case may be), the Lessee shall be responsible for the amount of any such deficiency by depositing such amount with the Person holding such funds (being the Corporate Owner Trustee or the Indenture Trustee, as the case may be) prior to the commencement of such repair, rebuilding or restoration);

(iii) the balance, if any, remaining after completion of such repair, rebuilding and restoration and payment therefor of such payments representing proceeds of such insurance shall be paid over to, or retained by, and shall become the unencumbered property of, the Lessee; and

(iv) except in the case of clause (i) of this Section 9(g), the balance, if any, remaining after completion of such repair, rebuilding and restoration and payment therefor of such payments representing condemnation proceeds or like proceeds shall be paid to the Corporate Owner Trustee on behalf of the Lessor and the Lessee as the respective interests of the Lessor and the Lessee may appear.

(h) Application During Lease Event of Default. Notwithstanding the provisions of Section 6(d) (ii), the foregoing provisions of this Section 9 or the provisions of Section 10, if a Material Lease Default or Lease Event of Default shall have occurred and be continuing, any amount that would otherwise

be payable to or for the account of, or that would otherwise be retained by, the Lessee pursuant to the last sentence of Section 6(c), Section 6(d)(ii), this Section 9 or Section 10 shall be held, and invested by the Indenture Trustee (or after discharge of the Lien of the Security Documents in accordance with Section 10.1 of the Indenture, by the Lessor) in Permitted Investments selected from time to time by the Lessee, as security for the obligations of the Lessee under this Lease until such time thereafter as no Material Lease Default or Lease Event of Default shall be continuing, unless this Lease theretofore shall have been declared in default pursuant to Section 16, in which event such amount may be applied in accordance with the provisions of such Section 16 and (unless the lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) Section 6.10 of the Indenture; provided, however, that if a Rejectable Offer is made (or deemed made) by the Lessee pursuant to Sections 9(c) and 21 and such offer is accepted in accordance with the provisions of Sections 9(c) and 21 and the Transfer in connection therewith is consummated and the outstanding Notes and other amounts secured by the Lien of the Security Documents are

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paid in full, then contemporaneously with such Transfer, the Lessee shall be entitled to receive from the Indenture Trustee (or from the Lessor or the Corporate Owner Trustee on behalf of the Lessor, as applicable) all such amounts not previously applied to the Lessee's obligations unencumbered by any interest of the Lessor.

SECTION 10. Insurance.

(a) Required Insurance.

(i) Subject to the provisions of Section 10(c), the Lessee shall carry and maintain, or cause to be carried and maintained with respect to the Project, at least the following insurance coverage, in each case with insurers of recognized responsibility selected by Lessee, having at least the Minimum Approved A.M. Best Rating (except in the case of the Existing Insurers, each of whose ratings are acknowledged by the Lessor and, by its acceptance of its Note, the initial Lender to be acceptable to it as of the Closing Date), subject to the last sentence of this Section 10(a)(i), or otherwise reasonably acceptable to the Lessor and the Indenture Trustee, in each case on terms and conditions that are consistent with the Lessee's then current practices and with prudent practices then in effect among companies owning property comparable to the Project:

(A) (i) "all risk" (including fire and extended coverage, flood and earthquake property insurance covering physical loss with respect to the Improvements for full replacement value (but in no event less than the applicable Stipulated Loss Value, exclusive of architectural and engineering fees, excavation footings and foundations, and (ii) comprehensive boiler coverage in an amount not less than \$2,000,000, each with such other terms as are in accordance with general insurance standards prevalent in the ownership of commercial office buildings of comparable size and quality in the Atlanta, Georgia, metropolitan area, each endorsed to provide that (1) losses shall be adjusted as provided in Section 10(a)(iii), (2) the Corporate Owner Trustee, the Lessor, the Owner Participant and, so long as any Notes are outstanding, the Indenture Trustee and the Noteholders (collectively, the "Loss Payees") are included as the loss payees, as their interests may appear, but shall not be liable for the payment of premiums, (3) the insurer thereunder waives all rights to subrogation against the Loss Payees with respect to their respective interests in the Improvements, (4) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any Loss Payee with respect to its interest in the Improvements, and (5) no cancellation or material adverse change that would affect the interests

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of any Loss Payee with respect to the Project shall be effective as to any Loss Payee until at least 30 days after receipt by such Loss Payee of written notice thereof (or until at least 10 days after receipt if such notice states that cancellation is due to non-payment of any premium);

(B) commercial general liability insurance, including, but not limited to contractors, independent contractors, premises/operation and personal injury liability coverage or endorsements, bodily injury and property damage liability insurance covering claims arising out of the ownership,

operation, maintenance, condition or use of the Project in such amounts and having such terms and provisions as are comparable to the commercial general liability insurance which is carried by the Lessee with respect to other office buildings occupied by it (but in no event less than \$15,000,000 per occurrence) and endorsed as provided in clauses (2), (3), (4) and (5) of Section 10(a)(i)(A), except that the term "Loss Payees" wherever it appears therein shall be deemed to refer to such Persons as "Additional Insureds";

(C) workers' compensation insurance covering all employees of the Lessee in connection with any work done on or about the Project or any part thereof for which claims for death, disease or bodily injury may be asserted against the Lessor, the Lessee, the Project, or any portion thereof, or, in lieu of such workers' compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate agency of the State of Georgia;

(D) during any period in which a Modification at the Project is being undertaken at a cost of \$1,000,000 or more, the Lessee shall maintain or cause to be maintained builder's risk insurance covering the total completed value including any "soft costs" with respect to the Improvements being altered or repaired, replacement cost of work performed and equipment, supplies and materials furnished in connection with such construction or repair of Improvements or Equipment, including "soft costs" and such other endorsements as the Lessor may reasonably require and general liability, workers' compensation and automobile liability insurance with respect to the Improvements being constructed, altered or repaired; and

(E) such other insurance relating to the operation and maintenance of the Project in such amounts and covering such risks as may be required by Applicable Law.

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Notwithstanding any provision of this Section 10(a)(i) to the contrary, if (i) the A.M. Best rating of any Existing Insurer whose rating was less than the Minimum A.M. Best Approved Rating on the Closing Date declines to and remains at a lower rating for a period of 30 days or (ii) the A.M. Best rating of any other insurer declines to and remains at a rating lower than the Minimum A.M. Best Approved Rating for a period of 30 days, the Lessee in either case shall have the right (without there having occurred in consequence thereof a Lease Default or a Lease Event of Default under this Section 10(a)) to replace such insurer with an insurer having at least the Minimum A.M. Best Approved Rating by giving written notice to the Lessor and the Indenture Trustee of such replacement insurer within 60 days after any such decline in rating occurred.

(ii) Except with respect to self-insurance, the Lessee shall provide the Corporate Owner Trustee, the Lessor and the Indenture Trustee, at least once each applicable policy year for each of the property insurance and the liability insurance, with certificates of insurance for the coverage required to be maintained under this Section 10 substantially in the forms delivered on the Closing Date. As soon as practicable after the end of each such policy year of the Lessee, and in any event within thirty (30) days after the end of each such policy year of the Lessee, the Lessee shall deliver to the Corporate Owner Trustee, the Lessor, the Owner Participant and the Indenture Trustee a certificate of an independent insurance broker or consultant reasonably satisfactory to the Lessor and the Indenture Trustee (which may be the Lessee's regular insurance broker, provided, that such regular insurance broker is one of the Lessee's regular insurance brokers existing on the Closing Date or is another reputable and responsible insurance broker) setting forth the property or liability insurance (as the case may be) obtained by the Lessee pursuant to this Section 10 and as then in effect, stating (i) that such insurance is in full force and effect and (ii) that all premiums then due thereon have been paid and (iii) that, in the opinion of such independent insurance broker or consultant, such insurance policies comply with the requirements of this Section 10. The Lessee may provide certificates from different insurance brokers or consultants for property insurance and liability insurance.

(iii) All losses shall be adjusted with the insurance companies and all insurance proceeds shall be collected, including by the filing of appropriate proceedings, by or on behalf of the Lessee (with the prior written consent of the Corporate Owner Trustee and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee if a Material Lease Default or a Lease Event of Default shall have

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occurred and be continuing), and all insurance proceeds paid in respect of insurance maintained pursuant to Section 10(a) shall be paid and be applied as provided in Section 9(f), 9(g) or 9(h), as the case may be, subject, however, to any priority allocations of such proceeds as required under Applicable Law.

(iv) Subject to the provisions of Section 10(c), the Lessee shall obtain endorsements to the insurance policies carried pursuant to Section 10(a)(i)(A) and Section 10(a)(i)(B) providing that (x) the insurers waive any right of set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Lessee or any Loss Payee and (y) the respective interests of any Loss Payee or Additional Insured shall not be invalidated by any act or neglect by the Lessee, including breach of any warranty contained in such policies, foreclosure on the Project or change in title or ownership thereof.

(b) Other Insurance. Nothing in this Section 10 shall prohibit the Lessee from maintaining at its expense insurance on or with respect to the Project, naming the Lessee as insured and/or loss payee for an amount greater than the insurance required to be maintained under this Section 10, unless such insurance would conflict with or otherwise limit the availability of insurance which is required under Section 10(a) or permitted by the next sentence of this Section 10(b). Nothing in this Section 10 shall prohibit the Corporate Owner Trustee, the Lessor or the Owner Participant from maintaining at its expense other insurance on or with respect to the Project or the operation, use and occupancy of the Project, naming the Lessor or the Owner Participant as insured and/or loss payee, unless such insurance would conflict with or otherwise limit the insurance required to be maintained under Section 10(a).

(c) Insurance to be Commercially Available. So long as the Lessee's senior unsecured debt rating is at least equal to the Approved Rating, in the event that any insurance required to be maintained by the Lessee pursuant to this Section 10 is not maintained by owners of buildings of comparable size and quality in the Atlanta, Georgia metropolitan area and is not available at commercially reasonable rates, as determined by an Independent Insurance Broker, then the Lessee shall only be required to maintain such coverages or insurance at such levels as is maintained by the owners of such buildings, the provisions of this Section 10 to the contrary notwithstanding.

(d) Self Insurance. So long as the Lessee's unsecured senior debt rating is at least equal to the Approved Rating, the Lessee may satisfy the requirements of this Section 10 through self-insurance or deductibles in amounts not exceeding (i) the first \$4,000,000 of insurance required for coverages of the type described in Sections 10(a)(i)(A) and 10(a)(i)(D) and (ii) the

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first \$4,000,000 of insurance required for coverages of the type described in Sections 10(a)(i)(B), 10(a)(i)(C) and 10(a)(i)(E); provided that such self-insurance or deductible amounts shall not exceed \$1,000,000 in either case if the Lessee's unsecured senior debt rating is less than the Approved Rating.

SECTION 11. Rights To Assign or Sublease; Assignment as Security; Attornment.

(a) Sublease by the Lessee. So long as no Material Lease Default or Lease Event of Default has occurred and is continuing, the Lessee may, without the prior written consent of the Owner Trustees, the Lessor or the Indenture Trustee, sublease the Project (or any portion thereof) to any Person, provided, that (i) such sublease shall be expressly subject and subordinate to this Lease, (ii) except for the ISSC Lease, any such sublease having a term longer than 12 months shall be assigned (at the Lessee's expense) by the Lessee to the Lessor as security for the payment and performance of the Lessee's obligations under this Lease and, if the Lien of the Security Documents has not been discharged in accordance with Section 10.1 of the Indenture, such sublease shall be further assigned (at the Lessee's expense) by the Lessor to the Indenture Trustee as security for the payment and performance of the Lessor's obligations under the Indenture (provided that rental payments pursuant to any such sublease shall not be required to be made to or otherwise vest in the Lessor or the Indenture Trustee, as the case may be, and neither the Lessor nor the Indenture Trustee

shall have any right to exercise any right or remedy under such sublease as Lessor thereunder (to the exclusion of the Lessee) unless and until, in either such case, a Material Lease Default or Lease Event of Default shall have occurred and be continuing); (iii) such sublease shall not release the Lessee from or impair the liability of the Lessee under any of its obligations as the Lessee hereunder or in respect of any of its obligations under any of the other Transaction Documents (and notwithstanding any permitted sublease the liability and obligations of the Lessee hereunder shall be and remain those of a principal and not a guarantor or surety); (iv) such Person is not a Tax-Exempt Entity; (v) the Lessee shall give the Corporate Owner Trustee and the Lessor and (unless the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee written notice of each such sublease at least 10 Business Days prior to the execution thereof, together with a copy of each such sublease and (vi) no such sublease shall be for a period of time longer than the then-current Lease Term minus one day. The Lessor hereby irrevocably agrees for the benefit of each subtenant under any sublease made by the Lessee in accordance with this Section 11, that prior to the Lease Termination Date, in the case of the ISSC Lease, and (unless otherwise approved by the Lessor in writing) prior to the earlier of (x) the Lease Termination Date, and (y) the date on which the Notes are declared to be due and payable pursuant to the Indenture as a result of an Indenture Event

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of Default which is also a Lease Event of Default, in the case of all other subleases, the possession and other rights of the subtenant under any such sublease shall not be disturbed or affected by the Lessor so long as no default by the subtenant exists under the terms of such sublease (after notice and an opportunity to cure, if any, as provided in such sublease) as would entitle the Lessee (as sublandlord) to dispossess the subtenant or terminate such sublease. Without limiting the foregoing, the Lessor shall deliver to the Lessee for the benefit of the applicable subtenant under any sublease made by the Lessee in accordance with this Section 11, within fifteen (15) Business Days after the Lessee's request therefor, a confirmation of the terms of this Section 11(a) as applicable to the particular subtenant.

(b) Assignment by the Lessee.

(i) Assignment to an Affiliate. So long as no Material Lease Default or Lease Event of Default has occurred and is continuing, the Lessee may, without the prior consent of the Owner Trustees, the Lessor or the Indenture Trustee, assign all or any of its right, title and interest in and to this Lease or the Project (or any portion thereof) to any Affiliate of the Lessee; provided, that such assignment shall not release the Lessee from any of its obligations under this Lease or in respect of any of its obligations under any of the other Transaction Documents (which shall be and remain those of a principal and not a guarantor or surety).

(ii) Other Assignments. Except as otherwise set forth in Section 11(b) (i), the Lessee may not, without the prior written consent of the Corporate Owner Trustee, and Lessor and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) the Indenture Trustee, assign any of its right, title and interest in and to this Lease or the Project (or any portion thereof) to any Person. Any subsequent transfer of "control" (as defined in the definition of "Affiliate") of the Affiliate of the Lessee to which the Lessee previously shall have assigned any interest in the Lease pursuant to Section 11(b) (i) hereof shall constitute an assignment for purposes of this Section 11(b) (ii).

(iii) Opinion of Counsel. In connection with any assignment or subletting pursuant to this Section 11, the instrument of assignment or the sublease shall be in writing and the Lessee shall, at its expense, (x) deliver to the Owner Participant an opinion of nationally recognized tax counsel selected by the Lessee after consultation with the Owner Participant and reasonably acceptable to the Owner Participant that the assignment or subleasing entered into in accordance with this Section 11 does not cause adverse tax consequences to the Owner Participant (provided that such tax consequences

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relate to reasonably anticipated federal, state and local leveraged leasing criteria as currently taken into account in the Pricing Assumptions and based on the law, regulations and precedents as they exist at the time of the assignment or subleasing) and (y) deliver to the Owner Participant, the Corporate Owner Trustee, the Lessor, the Indenture Trustee and the Noteholders an opinion of nationally recognized counsel to the effect that the instrument of assignment or sublease has been duly authorized, executed and delivered and

constitutes the legal, valid and binding obligation of the assignee, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and equitable principles.

(c) Security for Lessor's Obligation to Noteholders. To secure payment of the indebtedness evidenced by the Notes, together with interest accrued thereon, the Make Whole Amount, if any, and other sums from time to time due and owing to the Indenture Trustee and/or the Noteholders pursuant to the Transaction Documents and to secure performance of the obligations of the Lessor under the Security Documents, the Lessor, pursuant to the Security Documents, has on and as of the Closing Date assigned to the Indenture Trustee (i) its right, title and interest (excluding only any Excepted Rights and Excepted Payments) in and to this Lease, including the right to receive certain payments of Rent (excluding only any Excepted Rights and Excepted Payments), upon the terms and conditions contained in the Security Documents, and (ii) granted a first mortgage Lien and security interest in and to its right, title and interest in and to the Indenture Estate. The Lessee hereby (w) consents to such assignment and grant and to the terms of the Security Documents, (x) agrees to pay by wire transfer of immediately available funds directly to the Indenture Trustee at such Indenture Trustee's Office (until the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, and thereafter to the Corporate Owner Trustee on behalf of the Lessor) on the Lessor's behalf all amounts of Rent (other than Excepted Rights and Excepted Payments) due or to become due to the Lessor, and (y) agrees that, except as otherwise expressly restricted in the Security Documents (until the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture), the Indenture Trustee shall have or shall share with the Lessor the rights of the Lessor hereunder (other than Excepted Rights and the right to receive Excepted Payments).

(d) Assignments by the Lessor. During the Lease Term, the Lessor may not transfer, sell or convey the Project (or any part thereof) or assign or delegate its rights and obligations under this Lease, except as contemplated by Sections 8(e), 9(c), 11(c), 13, 14, 16, 19 and 21 of this Lease and as expressly permitted pursuant to Sections 11 and (pound)3.9 of the Trust Agreement and Article VIII of the Participation Agreement. Notwithstanding anything to the contrary contained herein, this Section 11(d) shall not be

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applicable to the Indenture Trustee or its successor if the Indenture Trustee or its successor has become the owner of the Project pursuant to Section 6 of the Indenture.

#### SECTION 12. Lease Renewal.

(a) Option for Fixed-Rate Renewal. Subject to the notice requirements set forth in Section 12(d) and to the provisions of Sections 12(e) and 12(f), so long as no Lease Event of Default shall have occurred and be continuing at the time of the notice referred to in Section 12(d) or at the time of the exercise of the renewal option hereinafter described), the Lessee shall have the option to renew the term of this Lease for one period of two years (the "Fixed-Rate Renewal Term") at the end of the Basic Term. During the Fixed-Rate Renewal Term, the Lessee shall pay to the Corporate Owner Trustee, for the account of the Lessor, Basic Rent in semiannual installments in advance on each Basic Rent Payment Date equal to the Fixed-Rate Renewal Basic Rent. Except as expressly provided in this Lease, the rights and obligations of the Lessor and the Lessee hereunder during the Fixed-Rate Renewal Term shall be the same as for the Basic Term.

(b) Fair Market Renewal Options. Subject to the notice requirements set forth in Section 12(d) and to the provisions of Sections 12(e) and 12(f), so long as no Lease Event of Default shall have occurred and be continuing (at the time of the notice referred to in Section 12(d) or at the time of the exercise of the renewal option hereinafter described), the Lessee shall have the option to renew the term of this Lease at the end of the Fixed-Rate Renewal Term or any Fair Market Renewal Term for an aggregate of five successive periods of five years each (each such period being herein called a "Fair Market Renewal Term"). During each Fair Market Renewal Term, the Lessee shall pay to the Corporate Owner Trustee, for the account of the Lessor, Basic Rent in semiannual installments in advance on each Basic Rent Payment Date during such Renewal Term equal to forty-two and one-half percent (42.5%) of the annual Fair Market Rental value of the Project (as determined, with respect to any Fair Market Renewal Term, pursuant to Section 12(f)). Except as expressly provided in this Lease, the rights and obligations of the Lessor and the Lessee hereunder during each Fair Market Renewal Term shall be the same as for the Basic Term.

(c) Short-Term Lease Extensions. Subject to the notice requirements set forth in Section 12(d) and to the provisions of Sections 12(e) and 12(f), so long as no Lease Event of Default shall have occurred and be continuing (at the time of the Notice referred to in Section 12(d) or at the time of the exercise of the renewal option hereinafter described), the Lessee shall have the option to renew the term of this Lease at the end of the Basic Term, the Fixed-Rate Renewal Term or any Fair Market Renewal Term for an aggregate of up to six

successive periods of three months each (each such period being herein called a "Short-Term Renewal").

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During each Short-Term Renewal, the Lessee shall pay to the Corporate Owner Trustee, for the account of the Lessor, Basic Rent in quarterly installments in advance on the first Business Day of each Short-Term Renewal equal to (i) in the event such Short-Term Renewal immediately follows the Basic Term, one-fourth of the average of the actual annual Basic Rent paid by Lessee during the Basic Term, (ii) in the event such Short-Term Renewal immediately follows the Fixed-Rate Renewal Term, one-fourth of the average of the actual annual Basic Rent payable during such Fixed-Rate Renewal Term, and (iii) in the event such Short-Term Renewal immediately follows a Fair Market Renewal Term, one-fourth of the average of the actual annual Basic Rent payable during such immediately preceding Fair Market Renewal Term. Except as expressly provided in this Lease, the rights and obligations of the Lessor and the Lessee hereunder during any Short-Term Renewal shall be the same as for the Basic Term.

(d) Notice at Expiration off Lease Term. Not later than 365 days prior to the expiration date of the Basic Term and, if applicable, each Renewal Term, the Lessee shall notify the Corporate Owner Trustee and the Lessor as to whether it will renew the term of this Lease pursuant to Section 12(a), 12(b) or 12(c), as applicable, or return the Project to the Lessor pursuant to Section 5 on the Lease Termination Date. Failure of the Lessee to give any such notice shall mean that the Lessee is deemed to have elected to return the Project. The Lessee shall not be entitled to give any notice of renewal pursuant to this Section 12(d) at any time a Lease Event of Default shall have occurred and be continuing.

(e) Elections Irrevocable. Any election made by the Lessee pursuant to Section 12(d) shall be irrevocable by the Lessee, and such election shall be binding on the Lessor unless, on the effective date thereof, a Lease Event of Default shall have occurred and be continuing.

(f) Determination of Fair Market Rental Value. If the Lessee shall give to the Corporate Owner Trustee and the Lessor notice of its election to renew this Lease pursuant to Section 12(b) then, not later than 270 days prior to the expiration date of the Basic Term or the then-current Renewal Term, as applicable, the Lessee and the Lessor shall attempt in good faith to agree upon the Fair Market Rental Value of the Project during such Fair Market Renewal Term. If the Lessee and the Lessor are unable to agree upon any such amount, such value shall be determined by the Appraisal Procedure.

(g) Assistance with Disposition. From and after the date of the Lessee's election to return the Project pursuant to Section 12(d) or the Lessee's election not to purchase the Project pursuant to Section 19 of this Lease or the Owner Participant's Interest pursuant to Section 8.02 of the Participation Agreement or the date

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of the Lessee's irrevocable election to terminate this Lease pursuant to Section 9(d), 9(e), 13(b) or 14(b) of this Lease, the Lessee shall cooperate with the reasonable requests of the Lessor in its effort to sell or lease the Project to be returned for a term following the Lease Termination Date including making the Project available for view upon reasonable advance notice (but not limiting the right of the Corporate Owner Trustee, the Lessor or the Owner Participant to show the Project to prospective bona fide buyers) , subject in all events to reasonable restrictions consistent with Section 8(b) (excluding the proviso thereto)

(h) Renewal Options After Event of Loss. So long as no Lease Event of Default has occurred and is continuing, if the Lessee elects to reconstruct the Project pursuant to clause (A) of Section 9(a)(ii) after any Event of Loss which occurs within the last two (2) years of the Basic Term or any then-current Renewal Term, the Lessee shall (as a condition to its right to reconstruct the Project) also elect to renew the term of this Lease for the next succeeding Fixed-Rate Renewal Term or Fair Market Renewal Term, as applicable, by giving irrevocable notice with respect thereto in accordance with Section 12(d) (whether or not such notice would have been due to have been given by the terms of Section 12(d) at such time) contemporaneously with the delivery of the Event of Loss Notice pursuant to clause (A) of Section 9(a)(ii)

#### SECTION 13. Burdensome Buyout Purchase Right.

(a) Burdensome Buyout Purchase Right. So long as no Material Lease Default or Lease Event of Default has occurred and is continuing, if the Lessee determines that a Burdensome Buyout Event has occurred, it shall have the right to make a Rejectable Offer in accordance with Sections 13(b) and 21 hereof to purchase the Project for a cash purchase price (the "Burdensome Buyout Purchase Price") equal to the greater of (i) the sum of (A) the Stipulated Loss Value, computed in accordance with Schedule 2.1 or 2.3, as applicable, for the

Burdensome Buyout Purchase Date specified in the Lessee's notice delivered pursuant to Section 13(b), plus (B) Basic Rent due and owing on or prior to the Burdensome Buyout Purchase Date (other than Basic Rent payable in advance on the Burdensome Buyout Purchase Date), plus (C) Supplemental Rent in an amount equal to the Make Whole Amount, if any, then due on the Notes, plus (D) any other amounts then due and owing under the Transaction Documents, and (ii) the sum of (A) the Fair Market Sales value of the Project (excluding the value of the Lease), plus (B) Basic Rent due and owing on or prior to the Burdensome Buyout Purchase Date (other than Basic Rent payable in advance on the Burdensome Buyout Purchase Date), plus (C) Supplemental Rent in an amount equal to the Make Whole Amount, if any, then due on the Notes, plus (D) any other amounts then due and owing under the Transaction Documents.

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(b) Notice. If the Lessee wishes to exercise its rights set forth in Section 13(a), it shall give the Lessor, the Corporate Owner Trustee and (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.3. of the Indenture) the Indenture Trustee written notice (which shall be irrevocable) of such election (the "Burdensome Buyout Notice"), not later than 180 days prior to any Basic Rent Payment Date that is specified by the Lessee in such notice (the "Burdensome Buyout Purchase Date"), which notice shall be accompanied by a true, correct and complete copy of the determination of the Board of Directors of the Lessee that a Burdensome Buyout Event has occurred and the certificate of a Responsible Officer of the Lessee certifying the facts related thereto. Not more than 60 nor less than 30 days prior to such Burdensome Buyout Purchase Date, the Lessee shall deliver an Officer's Certificate to the Corporate Owner Trustee and the Lessor and, on behalf of the Lessor, to the Indenture Trustee and each Noteholder specifying (i) the Burdensome Buyout Purchase Date, (ii) that the principal amount of the outstanding Notes will be prepaid by the Lessor on such date, (iii) that a Make-Whole Amount may be payable by the Lessor, (iv) the date when such Make-Whole Amount will be calculated, (v) the estimated Make-Whole Amount, (vi) the estimated accrued interest applicable to such prepayment based upon the Debt Rate then applicable, and (vii) the sections of this Lease and the Indenture pursuant to which such prepayment shall be made. Contemporaneously with the delivery of such Officer's Certificate, the Lessee shall deliver a written notice to Trust Company Bank (or its successor) requesting that it calculate the Make Whole Amount so as to permit the Indenture Trustee to give the notice described in the next sentence. Three Business Days prior to the Burdensome Buyout Purchase Date, the Indenture Trustee shall provide the Corporate Owner Trustee and the Lessee written notice of the Make-Whole Amount, if any, payable by the Lessor in connection with the prepayment of the Notes and the termination of this Lease and a reasonably detailed computation of the Make-Whole Amount as of the Burdensome Buyout Purchase Date, determined three Business Days prior to such date.

(c) Determination of Fair Market Sales Value. If the Lessee makes a Rejectable Offer pursuant to this Section 13 and Section 21, the Lessee and the Lessor shall attempt in good faith to agree upon the Fair Market Sales Value. If the Lessee and the Lessor are unable to agree upon such Fair Market Sales Value promptly, such value shall be determined by the Appraisal Procedure.

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SECTION 14. Early Termination; Obsolescence or Uneconomic Usefulness Termination.

(a) Obsolescence or Uneconomic Usefulness Termination.

(i) Obsolescence Termination Notices. If, at any time after the tenth anniversary of the Closing Date and prior to the Lease Termination Date, the Board of Directors of the Lessee shall have determined, in good faith, that the Project has become obsolete, surplus or uneconomic to the needs of the Lessee, the Lessee shall have the option, so long as no Lease Event of Default shall have occurred and be continuing at the time of exercise, to terminate this Lease on any Basic Rent Payment Date that is specified by the Lessee (an "Obsolescence Termination Date") in a notice (such notice to be accompanied by an Officer's Certificate confirming the facts of such obsolescence or such surplus or uneconomic nature and by a true, correct and complete copy of the determination of the Board of Directors of the Lessee of such obsolescence or such surplus or uneconomic nature) to the Corporate Owner Trustee, the Lessor, the Indenture Trustee and the Noteholders to such effect (an "Obsolescence Termination Notice") given not later than 180 days prior to the proposed Obsolescence Termination Date. Not more than 60 nor less 30 days prior to such Obsolescence Termination Date (if the Obsolescence Termination Notice has not been revoked), the Lessee shall deliver an Officer's Certificate to the Corporate Owner Trustee and the Lessor and, on behalf of the Lessor, to the Indenture Trustee and each Noteholder specifying (i) the Obsolescence Termination Date, (ii) that the principal amount of the outstanding Notes will be prepaid by the Lessor on such date, (iii) that a Make Whole Amount may be payable by the Lessor, (iv) the date when such

Make Whole Amount will be calculated, (v) the estimated Make Whole Amount, (vi) the estimated accrued interest applicable to such prepayment based upon the Debt Rate then applicable, and (vii) the sections of this Lease and the Indenture pursuant to which such prepayment shall be made. Contemporaneously with the delivery of such Officer's Certificate, the Lessee shall deliver a written notice to Trust Company Bank (or its successor) requesting that it calculate the Make Whole Amount so as to permit the Indenture Trustee to give the notice described in the next sentence. Three Business Days prior to the Obsolescence Termination Date, the Indenture Trustee shall provide the Corporate Owner Trustee and the Lessee written notice of the Make Whole Amount, if any, payable by the Lessor in connection with the prepayment of the Notes and the termination of this Lease and a reasonably detailed computation of the Make Whole Amount as of the Obsolescence Termination Date, determined three Business Days prior to such date. The Lessee may revoke such Obsolescence Termination Notice at any time prior to 30 days before the Obsolescence Termination Date; provided,

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however, that Lessee may not revoke such an Obsolescence Termination Notice more than two times; and provided, further, that the Lessee shall pay all reasonable out-of-pocket expenses of the Corporate Owner Trustee, the Indenture Trustee, the Lessor and the Owner Participant in connection with such revoked termination option.

(ii) Events Prior to Obsolescence Termination Date.

(A) No later than 90 days after its receipt of an Obsolescence Termination Notice, the Lessor shall have the right to elect, by written notice to the Lessee, the Indenture Trustee and the Noteholders, to retain the Project, in which case it shall (or shall cause the Corporate Owner Trustee to), as an absolute and unconditional precondition to its right to retain the Project, deposit with the Indenture Trustee, (x) no later than the 60th day prior to the scheduled Obsolescence Termination Date, cash in Dollars in an amount equal to the aggregate principal amount of the outstanding Notes, together with estimated accrued and unpaid interest based upon the Debt Rate then applicable due and owing through and including the Obsolescence Termination Date (which deposit shall be returned only if, and promptly after, the Lessee revokes its Obsolescence Determination Notice) and (y) on the Obsolescence Termination Date, an amount equal to the excess, if any, of the actual accrued and unpaid interest due on the Obsolescence Termination Date on the Notes over the estimated accrued interest amount previously deposited, and the Lessee shall deposit, on behalf of the Lessor, not later than the second Business Day prior to the scheduled Obsolescence Termination Date, with the Indenture Trustee cash in Dollars in an amount equal to the Make Whole Amount, if any, due on the Notes as of and on the Obsolescence Termination Date together with any other sum (exclusive of principal and interest) payable to the Indenture Trustee or the Noteholders pursuant to the Transaction Documents; provided that if the Lessor fails for any reason whatsoever to make (or cause to be made) its deposit on the date required by this Section 14(a) (ii) (A), the Lessee shall proceed with the sale of the Project pursuant to Section 14(a) (ii) (B); and provided further that if the estimated accrued interest amount previously deposited with the Indenture Trustee exceeds the accrued interest payable to the Noteholders on the Obsolescence Termination Date, the Indenture Trustee shall refund such excess to the Lessor.

(B) Unless Lessor shall have elected to retain ownership pursuant to Section 14(a) (ii) (A) and shall have complied fully with such Section, the Lessee, as agent for the Lessor, shall use its best efforts to obtain cash bids

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for the purchase of the Project. The Lessor also shall have the right to obtain such cash bids, either directly or through agents other than the Lessee. The Lessee shall certify to the Corporate Owner Trustee, the Lessor and the Owner Participant the amount and terms of each bid received by the Lessee and the name and address of the Person (who shall not be the Lessee or any Affiliate of the Lessee) that submitted such bid. The Lessor shall be under no duty to solicit bids, to inquire into the efforts of the Lessee to obtain bids or otherwise to take any action in connection with any such proposed termination of the Lease other than to effect a Transfer to the Person named in the highest cash bid certified by the Lessee to the Corporate Owner Trustee and the Lessor or obtained by the Lessor against receipt on the Obsolescence Termination Date by the Lessor of an amount equal to at least the greater of the cash purchase

price or the sum of (A) the Stipulated Loss Value calculated as of the Obsolescence Termination Date, plus (B) an amount equal to the Make Whole Amount, if any, then due on the Notes, plus (C) Basic Rent then due and owing (other than Basic Rent payable in advance on the Obsolescence Termination Date), plus (D) all other amounts then due and owing by the Lessee under the Transaction Documents. Should there be no bidder for the Project at least 35 days prior to the scheduled Obsolescence Termination Date, then, notwithstanding the first proviso to Section 14(a)(i), the Lessee shall be deemed to have revoked its Obsolescence Termination Notice (and shall promptly, and in any event within 5 days, notify the Indenture Trustee and the Noteholders of such revocation), this Lease shall continue in full force and effect and the Lessee shall pay on demand, as Supplemental Rent, all reasonable out-of-pocket expenses incurred by the Corporate Owner Trustee, the Lessor, the Owner Participant, the Indenture Trustee and the Noteholders in connection with such revoked termination option.

(iii) Events on Obsolescence Termination Date.

(A) In the event that the Lessor has elected to retain ownership of the Project pursuant to, and has otherwise complied with, Section 14(a)(ii)(A), on the Obsolescence Termination Date, upon payment by the Lessee to the Indenture Trustee for the account of the Lessor for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee for the account of the Lessor) on the Obsolescence Termination Date of (1) any Basic Rent due and owing on the Obsolescence Termination Date (other

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than Basic Rent payable in advance on the Obsolescence Termination Date), (2) Supplemental Rent in an amount equal to the Make Whole Amount, if any, then payable on the outstanding Notes and (3) all other Supplemental Rent (other than Stipulated Loss Value) and other amounts then due and owing under the Transaction Documents, the Lease Term shall end on the Obsolescence Termination Date and all of the Lessee's obligations hereunder (other than any obligation expressed herein or in any other Transaction Document as surviving the termination of this Lease) shall thereupon cease.

(B) Unless the Lessor has elected to retain ownership pursuant to Section 14(a)(ii)(A) and has complied fully with the terms thereof, the Lessor shall, on the Obsolescence Termination Date (but only upon receipt of the sale price and all additional payments specified in the next sentence) effect a Transfer for cash to the Person that submitted the highest bid prior to such date (should such a Person exist). The Sale Proceeds shall be paid to the Indenture Trustee for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee for the account of the Lessor) and, in addition, on such Obsolescence Termination Date the Lessee shall pay to the Indenture Trustee for application in accordance with the Indenture (unless the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, in which case such payment shall be paid to, and applied by, the Corporate Owner Trustee for the account of the Lessor) the sum of (1) Supplemental Rent in an amount equal to the excess, if any, of the Stipulated Loss Value determined as of such Obsolescence Termination Date, over the Sale Proceeds, plus (2) any Basic Rent due and owing on the Obsolescence Termination Date (other than Basic Rent payable in advance on the Obsolescence Termination Date), plus (3) Supplemental Rent in an amount equal to the Make Whole Amount, if any, payable on the outstanding Notes, plus (4) all other amounts then due and owing under the Transaction Documents on the Obsolescence Termination Date. If for any reason no sale of the Project shall occur on or as of the Obsolescence Termination Date, then, notwithstanding the first proviso to Section 14(a)(i), the Lessee shall be deemed to have revoked its Obsolescence Termination Notice (and shall promptly, and in any event within 5 days, notify the Indenture Trustee and the Noteholders of such revocation), this Lease shall continue in full force and effect and the Lessee shall pay on demand all reasonable costs and expenses of the Corporate

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Owner Trustee, the Lessor, the Owner Participant, the Indenture Trustee and any Noteholders in connection with such revoked

termination option. Upon payment by the Lessee of all amounts payable by it under this Section 14(a)(iii) and Transfer of the Project, the Lease Term shall end and all the Lessee's obligations hereunder (other than any obligation expressed herein or in any other Transaction Document as surviving the termination of this Lease) shall cease.

(iv) Events Following the Obsolescence Termination Date. The Lessee hereby represents, warrants and covenants that, if the Lease Term shall end pursuant to the provisions of this Section 14(a), neither the Lessee nor any Affiliate of the Lessee shall, for a period of three years thereafter, acquire (by lease or purchase) the Project or any portion thereof.

(b) Early Termination. The Lessee shall have the right, so long as no Lease Event of Default shall have occurred and be continuing at the time of exercise, to terminate this Lease on any Early Termination Date that is specified by the Lessee in a notice to the Corporate Owner Trustee and the Lessor (an "Early Termination Notice") given not later than one year prior to the proposed Early Termination Date by making a Rejectable Offer in accordance with Section 21(a)(iii) to purchase the Project for a cash purchase price (the "Early Termination Purchase Price"), equal to the sum of (A) Stipulated Loss Value and if the Early Termination Notice is given less than two years prior to the proposed Early Termination Date, the greater of Fair Market Sales Value and Stipulated Loss Value, as of the Early Termination Date specified in the Lessee's Early Termination Notice, plus (B) Basic Rent due and owing on or prior to such Early Termination Date (other than Basic Rent payable in advance on the Early Termination Date), plus (C) Supplemental Rent in an amount equal to the Make Whole Amount, if any, payable on the outstanding Notes, plus (D) all other amounts then due and owing under the Transaction Documents on the Early Termination Date; provided, however, that the Lessee may revoke such Early Termination Notice (and such Rejectable Offer) at any time prior to 35 days before the Early Termination Date; provided, further, however, that (x) the Lessee may not revoke such an Early Termination Notice (and such Rejectable Offer) more than two times, and (y) if the Lessee so revokes, the Lessee shall promptly, and in any event within 5 days, notify the Indenture Trustee and the Noteholders of such revocation and shall reimburse the Owner Participant, the Corporate Owner Trustee, the Lessor, the Indenture Trustee and the Noteholders for all reasonable costs and expenses incurred by them in connection with such proposed early termination, including in determining the Fair Market Sales Value and marketing the Project. Not more than 60 nor less than 30 days prior to such Early Termination Date, the Lessee shall deliver an Officer's Certificate to the Corporate Owner Trustee, the Lessor and, on behalf of the Lessor, to the

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Indenture Trustee and each Noteholder specifying (i) the Early Termination Date, (ii) that the principal amount of the outstanding Notes will be prepaid by the Lessor on such date, (iii) that a Make Whole Amount may be payable by the Lessor, (iv) the date when such Make Whole Amount will be calculated, (v) the estimated Make Whole Amount, (vi) the estimated accrued interest applicable to such prepayment based upon the Debt Rate then applicable, and (vii) the sections of this Lease and the Indenture pursuant to which such prepayment shall be made. Contemporaneously with the delivery of such Officer's Certificate, the Lessee shall deliver a written notice to Trust Company Bank (or its successor) requesting that it calculate the Make Whole Amount so as to permit the Indenture Trustee to give the notice described in the next sentence. Three Business Days prior to the Early Termination Date, the Indenture Trustee shall provide to the Corporate Owner Trustee and the Lessee written notice of the Make Whole Amount, if any, payable by the Lessor in connection with the prepayment of the Notes and the termination of this Lease and a reasonably detailed computation of the Make Whole Amount as of the Early Termination Date, determined three Business Days prior to such date.

SECTION 15. Lease Events of Default. The term "Lease Event of Default", wherever used herein, shall mean any of the following events (whatever the reason for such Lease Event of Default and whether it shall be voluntary or involuntary, or come about or be effected by operation of law, or be pursuant to or in compliance with any judgement, decree or order of any court or any Applicable Law or Governmental Action) and any such event shall continue to be a Lease Event of Default if and for so long as it shall not have been remedied:

(a) the Lessee shall fail to make, or cause to be made, (i) any payment of Basic Rent, Stipulated Loss Value or Supplemental Rent determined by reference to the Make Whole Amount, if any, within five days after the same shall become due, or (ii) any other payment of Supplemental Rent when due and such default shall continue for five Business Days after written notice therefor shall have been given to Lessee; or

(b) the Lessee shall fail to carry or maintain any insurance required under (x) clauses (A), (B), (D) or (E) of Section 10(a)(i) or (y) clause (C) of Section 10(a)(i) if, in the case of this clause (y), such failure shall continue for 5 Business Days; or

(c) the Lessee shall fail to perform or observe in any material respect any covenant or agreement (other than those referred to in clauses (a) and (b) above or clause (f) below) to be performed or observed by it under this Lease or any other Transaction Document (other than the Tax Indemnity Agreement) to which Lessee is a party, and such failure shall continue, after the Lessee shall have been given a notice specifying such failure and

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requiring it to be remedied, for a period of 30 days; provided, that if such failure is capable of cure and if the Lessee is diligently proceeding to remedy such failure, such period shall (except with respect to Sections 6.01(b), 6.01(c), 6.01(f), 6.06(a), 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 9.01(b) and 9.02 (as it relates to Supplemental Financings) of the Participation Agreement and Sections 3(g), 7, 8(b), 11(a) and 11(b) of this Lease) be extended for an additional period of 150 days; or

(d) any representation or warranty made by the Lessee in this Lease or by Lessee in any other Transaction Document (other than the Tax Indemnity Agreement) or in any written certificate furnished by the Lessee or any Seller pursuant to the Transaction Documents (other than the Tax Indemnity Agreement) shall prove to have been incorrect in any material respect when such representation or warranty was made and shall remain material and materially incorrect at the time of discovery, and shall not have been cured within 30 days after written notice thereof shall have been given by Lessor to Lessee; or

(e) (i) the Lessee shall (1) admit in writing its inability to pay its debts generally as they become due, (2) commence, file, or consent by answer or otherwise to the filing against it of a proceeding or a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (3) make a general assignment for the benefit of its creditors, (4) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to itself or with respect to any substantial part of its property, or (5) take corporate or comparable action for the purpose of any of the foregoing; or (ii) a court or Governmental Authority of competent jurisdiction shall enter an order appointing, without consent of the Lessee, a custodian, receiver, trustee or other officer with similar powers with respect to the Project or with respect to any substantial part of the Lessee's property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Project or the Lessee; or (iii) any petition, case or proceeding for any relief specified in the foregoing clause (ii) hereof shall be filed against the Project or the Lessee with respect thereto and such petition shall not be dismissed within 90 days; or

(f) the Lessee shall fail to perform or abide its covenants set forth in Section 6.01(d) or 6.01(g) of the Participation Agreement.

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#### SECTION 16. Remedies.

(a) Remedies. Upon the occurrence of any Lease Event of Default and at any time thereafter so long as the same shall be continuing, the Lessor (or, if the Lien of the Security Documents has not been discharged in accordance with Section 10.1 of the Indenture, the Indenture Trustee, it being agreed that, except with respect to Excepted Rights and Excepted Payments, all references to the Lessor in this Section 16 shall be deemed to mean the Indenture Trustee so long as the Lien of the Security Documents has not been so discharged) at its option may, by written notice to the Lessee (with, in the case of the Lessor's action, a copy to the Indenture Trustee), declare this Lease to be in default (provided, however, that this Lease shall automatically be deemed to have been declared in default to the extent permitted by Applicable Law if there shall exist a Lease Event of Default of the type described in Section 15(e)) and at any time thereafter (unless all Lease Events of Default shall have been remedied), the Lessor may exercise one or more of the following remedies, except as hereinbelow expressly otherwise set forth, as the Lessor in its sole discretion shall elect:

(i) the Lessor may (x) demand that the Lessee, and thereupon the Lessee shall, at the Lessee's expense, return possession of the Project promptly to the Lessor in the manner and condition required by, and otherwise in accordance with the provisions of, Section 5, and (y) without prejudice to any other remedy which the Lessor may have for possession of the Project or arrearages in rent take all action required to enable the Lessor to, and thereafter, enter upon the Site and take possession (to the exclusion of the Lessee) of the Project and expel or remove the Lessee and any other Person who may be occupying the Project or any part thereof, all without liability to the Lessee or any other Person for or by reason of such entry or taking of possession, whether for the restoration of damage

to property caused by such taking or otherwise;

(ii) the Lessor may sell the Project or any part thereof, together with any interest of the Lessor under the Bills of Sale and the Equifax Deed, at public or private sale, conducted in accordance with Applicable Law, as the Lessor may determine, free and clear of any rights of the Lessee therein and without any duty to account to the Lessee with respect to such sale or for the proceeds thereof (except to the extent required by clause (iv) or (v) below if the Lessor shall elect to exercise its rights thereunder), in which event the Lessee's obligation to pay Basic Rent, for periods commencing after the date of such sale shall terminate (except to the extent that Basic Rent is to be included in computations under clause (iv) or (v) below if the Lessor shall elect to exercise its rights thereunder);

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(iii) the Lessor may elect to retake possession of the Project and, if the Lessor desires, relet the same (or any part thereof) for the benefit of the Lessee without terminating this Lease, in which case the Lessee will be liable for and will pay to the Lessor all amounts required to be paid by the Lessee during the remainder of the Lease Term as said amounts accrue hereunder until the expiration of the Lease Term diminished by any net sums received by the Lessor through reletting the Project during said period (after deducting expenses incurred by the Lessor in connection with such reletting); and in no event shall the Lessee be entitled to any excess of rent or other amounts obtained by reletting over and above the amount for which the Lessee would otherwise be liable hereunder (it being understood and agreed that actions to collect amounts due by the Lessee as provided in this clause (iii) may be brought from time to time on one or more occasions, without the necessity of the Lessor waiting until expiration of the Lease Term);

(iv) the Lessor may elect to retake possession of the Project, in which case the Lessee will be liable for and will pay to the Lessor damages in an amount equal to the amount specified in clause (C) of Section 16(a) (v) below;

(v) the Lessor may, whether or not the Lessor shall have exercised or shall thereafter at any time exercise its rights under clause (i), (ii), (iii) or (iv) above (unless this clause (v) provides otherwise), by notice to the Lessee specifying a payment date, demand that the Lessee pay to the Corporate Owner Trustee for the account of the Lessor, and the Lessee shall pay to the Corporate Owner Trustee for the account of the Lessor, on the date specified in such notice, as damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent due after the date specified in such notice), any unpaid Rent due or to become due and/or accrued or to become accrued as of the Basic Rent Payment Date next succeeding the date specified in such notice (calculated based upon the Debt Rate then applicable) plus Supplemental Rent in an amount equal to the Make Whole Amount if the Security Documents shall not have been discharged in accordance with Section 10.1 of the Indenture, plus whichever of the following amounts the Lessor, in its sole discretion, shall specify in such notice (together with interest on such amount at the Overdue Rate from the date specified in such notice to the date of actual payment)

(A) an amount equal to the excess, if any, of (1) Stipulated Loss Value, computed as of the Basic Rent Payment Date next succeeding the date specified in such notice, over (2) the Fair Market Rental Value (determined by the Lessor in its discretion on the basis of the then actual condition of the Project) for the remainder of the

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Lease Term after discounting such Fair Market Rental Value semiannually to present value as of the date specified in such notice at the Discount Rate; or

(B) an amount equal to the excess, if any, of (1) such Stipulated Loss Value, computed as of the Basic Rent Payment Date next succeeding the date specified in such notice over (2) the Fair Market Sales Value (determined by the Lessor in its discretion on the basis of the then actual condition of the Project) as of the date specified in such notice; or

(C) an amount equal to the excess, if any, of (1) the present value as of the date specified in such notice of all installments of Basic Rent (calculated based upon the Debt Rate then applicable) until the end of the Basic Term or the then current Renewal Term, as the case may be, discounted semiannually at the Discount Rate, over (2) the present value as of such date of the Fair Market Rental

Value (determined by the Lessor in its discretion on the basis of the then actual condition of the Project) until the end of the Basic Term or such Renewal Term, as the case may be, discounted semiannually at the Discount Rate;

(D) provided that Lessor shall not have sold the Project pursuant to this Section 16, an amount equal to the higher of such Stipulated Loss Value or the Fair Market Sales Value of the Project (determined by the Lessor in its discretion on the basis of the then actual condition of the Project) as of the date specified in such notice; and, in this event, upon payment by the Lessee of all amounts payable by it under this clause (v)(D) and all other amounts due under the Transaction Documents, the Lessor shall effect a Transfer to the Lessee (or its designee) and the Lease Term shall end and all the Lessee's obligations hereunder (other than any obligation expressed herein or in any other Transaction Document as surviving the termination of this Lease) shall cease;

(vi) if the Lessor shall have sold the Project pursuant to clause (ii) above, the Lessor, if it shall so elect (in lieu of exercising its rights under clause (v) above) by notice to the Lessee, may demand that the Lessee pay to the Corporate Owner Trustee for the account of the Lessor, and the Lessee shall pay to the Corporate Owner Trustee for the account of the Lessor, on the date of such sale, as damages for loss of a bargain and not as a penalty (in lieu of Basic Rent due for periods commencing after the next Basic Rent Payment Date following the date of such sale), any unpaid Rent due or to become due and/or accrued or to become accrued as of the next Basic Rent Payment Date following the date of such sale (calculated based upon the Debt Rate then applicable),

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plus Supplemental Rent in an amount equal to the Make Whole Amount if the Security Documents shall not have been discharged in accordance with Section 10.1 of the Indenture, plus the amount of any deficiency between the Sale Proceeds and Stipulated Loss Value, computed as of such Basic Rent Payment Date, together with interest at the Overdue Rate on the amount of such Rent and such deficiency from the date of such sale until the date of actual payment;

(vii) the Lessor may rescind or terminate this Lease; however, (A) no reentry or taking of possession of the Project by the Lessor will be construed as an election on the Lessor's part to terminate this Lease unless a written notice of such intention is given to the Lessee, (B) notwithstanding any reletting, reentry or taking of possession, the Lessor may at any time thereafter elect to terminate this Lease for a continuing Lease Event of Default and (C) no act or thing done by the Lessor or any of its agents, representatives or employees shall be deemed an acceptance of a surrender of the Project, and no agreement accepting a surrender of the Project, shall be valid unless the same be made in writing and executed by the Lessor;

(viii) in the event that this Lease is terminated, the Lessor shall be entitled to collect all Rent which is due and owing as of the date of the termination of the Lease;

(ix) in the event that this Lease is terminated or in the event that the Lessor elects to exercise its remedies pursuant to clause (iii) or (iv) above, the Lessor shall not have any obligation to relet or attempt to relet the Project or any portion thereof, or to collect rent after reletting; and in the event of relating the Lessor may relet the whole or any portion of the Project for any period, to any Person, and for any use and purpose; or

(x) the Lessor may proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof; or

(xi) the Lessor may exercise any other right or remedy that may be available to it under Applicable Law.

(b) No Release. No rescission or termination of this Lease, in whole or in part, or repossession of the Project or exercise of any remedy under Section 16(a) shall relieve the Lessee of any of its obligations under this Lease. In addition, except as aforesaid, the Lessee shall be liable for any and all unpaid Rent due hereunder before, after or during the exercise of any of the foregoing remedies, including all reasonable legal fees and other reasonable costs and expenses incurred by the Owner Trustees, the Lessor, the Owner Participant, the Indenture Trustee or any

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Noteholder by reason of the occurrence of any Lease Event of Default or the exercise of the Lessor's remedies with respect thereto. At any sale of the

Project or any part thereof pursuant to this Section 16, the Corporate Owner Trustee, the Individual Owner Trustee, the Lessor, the Owner Participant, the Lessee, the Indenture Trustee or any Noteholder may bid for and purchase such property.

(c) Remedies Cumulative. Except as expressly set forth in Section 16(a)(v), no remedy under Section 16(a) is intended to be exclusive, but each shall be cumulative and in addition to any other remedy provided thereunder or otherwise available to the Lessor at law or in equity. No express or implied waiver by the Lessor of any Lease Default or Lease Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Lease Default or Lease Event of Default. The failure or delay of the Lessor in exercising any right granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingency or similar contingencies and any single or partial exercise of any particular right by the Lessor shall not exhaust the same or constitute a waiver of any other right provided herein. To the extent permitted by Applicable Law, the Lessee hereby waives any rights now or hereafter conferred by statute or otherwise that may require the Lessor to sell, lease or otherwise use the Project in mitigation of the Lessor's damages as set forth in Section 16(a) or that may otherwise limit or modify any of the Lessor's rights and remedies provided in this Section 16.

SECTION 17. Notices. All communications, declarations, demands and notices provided for in this Lease shall be in writing and shall be given in person or by means of telecopy, or other wire transmission, or mailed by registered or certified mail, or sent by courier, addressed as provided in the Participation Agreement. All such communications, declarations, demands and notices given in such manner shall be effective on the date of receipt.

SECTION 18. Successors and Assigns. This Lease, including all agreements, covenants, indemnities, representations and warranties contained herein, shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective permitted successors and assigns under the Transaction Documents.

SECTION 19. Right of First Offer.

(a) Grant of Right of First Offer.

(i) At any time during the Lease Term (so long as no Lease Event of Default has occurred and is then continuing), before the Lessor may sell or offer to sell the Project to any Person (except pursuant to a Portfolio Sale or a sale to an Affiliate of the Owner Participant) the Lessor shall offer the Project to the Lessee for purchase at a cash price determined

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by the Lessor (the "Determined Price"). Such offer may be accepted at any time within 90 days after the date of receipt by the Lessee of the notice of the offer and the Determined Price by irrevocable written notice of the acceptance of such offer, and the closing date for such purchase shall not be more than 180 days after the date of such written notice.

(ii) If the Lessee shall not give notice of exercise or rejection of such first offer within the 90-day period for acceptance described in clause (i) above, the right shall be deemed waived in respect of such offer and, except as further provided herein, this right of first offer shall thereupon be terminated and have no further force and effect.

(iii) The Lessee shall, upon written request, furnish within the 90-day period for acceptance described in clause (i) above (or at any time thereafter upon the request of the Corporate Owner Trustee or the Lessor), a recordable statement certifying any waiver or rejection of such first offer. Any such statement shall be binding on the Lessee.

(iv) In the event the Lessee does not elect to purchase the Project for the Determined Price, the Project may be sold by the Lessor to any Person (other than a Person who, directly or through any of such Person's Affiliates, is a Competitor of the Lessee or any of the Lessee's Affiliates) at a cash price not less than ninety-five percent (95%) of the Determined Price, provided a letter of intent is executed by the Lessor and prospective buyer within 180 days following the giving by the Lessee of a notice that it waives or rejects its first offer right (or following the deemed waiver of such right) without the need to re-offer the Project to the Lessee. If such a letter of intent has been executed within the required time period, the Project shall not be sold at any price lower than 95% of the Determined Price or on terms other than cash or at a time more than 360 days following the giving by the Lessee of a notice

that it waives or rejects its first offer right (or following the deemed waiver of such right) without the Lessor again complying with the requirements of this Section 19.

(v) if the Lessee shall elect to purchase the Project as herein contemplated, the Lessee shall, at its sole expense and as a condition to such purchase, on such date of purchase, execute and deliver such documentation, as shall be reasonably satisfactory to the Owner Participant, the Indenture Trustee and the Noteholders to cause the indebtedness represented and evidenced by the Notes and the Security Documents or such other notes and security documents as are executed and delivered in connection with such purchase to be a direct and full recourse obligation of the Lessee secured by a first priority deed to secure debt and security interest in the Indenture Estate (as modified by such documentation) and the Lessee shall deliver,

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or shall cause to be delivered, such certificates, legal opinions, title insurance policies, and other documentary evidence as shall be reasonably requested by the Owner Participant, the Indenture Trustee and the Noteholders as necessary to effect such documentation. The Lessee shall pay all reasonable costs and expenses in connection with the transactions contemplated with this Section 19(a) (v).

(b) Savings Clause. Unless terminated sooner by the agreement of the parties, the right of first offer granted pursuant to this Section 19 and any other future unvested interest in real property created under the terms of this Lease shall terminate no later than twenty-one (21) years less one day after the death of the last survivor of the descendants of the late King George V of the United Kingdom of Great Britain and Northern Ireland who were living on the date hereof.

Notwithstanding anything to the contrary contained herein, this Section 19 shall not be applicable to the Indenture Trustee or its successor if the Indenture Trustee or its successor has become the owner of the Project pursuant to Section 6 of the Indenture.

SECTION 20. Right To Perform for Lessee. Subject to the provisions of the Indenture, if the Lessee shall fail to make any payment to be made by it hereunder or shall fail to perform or comply with any of its other agreements contained herein, and such failure constitutes a Lease Default hereunder and the Lessee shall not be diligently attempting to cure such Lease Default, then (subject to the requirements of this Section 20) unless and until the Lessee shall make such payment or perform or comply with such Agreement, the Owner Participant, the Corporate Owner Trustee, the Lessor, the Indenture Trustee or any Noteholder may, but shall not be obligated to, to the extent not prohibited by Applicable Law, itself make any such payment or perform or comply with any such agreement as the Lessee shall be obligated to pay, perform or comply with under this Lease, and the amount of such payment and the amount of the reasonable expenses of the Owner Participant, the Corporate Owner Trustee, the Lessor or the Indenture Trustee or any Noteholder, as the case may be, incurred in connection with such payment or the performance or compliance with such agreement, as the case may be, together with interest thereon at the Overdue Rate, shall be deemed Supplemental Rent, payable by the Lessee upon demand on an After-Tax Basis. The Owner Participant, the Corporate Owner Trustee, the Lessor, the Indenture Trustee or any Noteholder, as the case may be, shall give the Lessee at least 2 Business Days' notice before taking any action in accordance with the preceding sentence, provided that the failure to give such notice shall have no effect upon any of the rights of the Owner Participant, the Corporate Owner Trustee, the Lessor, the Indenture Trustee or any Noteholder, as the case may be, thereunder.

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SECTION 21. Rejectable Offers. The following provisions shall apply in the event the Lessee wishes to make a rejectable offer pursuant to Sections 9(c), 13(b) or 14(b) of the Lease or is required to make a rejectable offer pursuant to Section 6.01(g) of the Participation Agreement (herein, in each case, a "Rejectable Offer"):

(a) Rejectable Offer Notices.

(i) Event of Loss. If the Lessee shall have delivered an Event of Loss Notice electing to terminate this Lease pursuant to Section 9(a) (ii) with respect to an Event of Loss occurring during the Interim Term or the Basic Term, such Event of Loss Notice shall, as provided in Section 9(c), be deemed to be a Rejectable Offer Notice for purposes of this Section 21.

(ii) Burdensome Buyout. If a Burdensome Buyout Event shall have occurred and the Lessee shall have elected to exercise its

rights with respect thereto pursuant to Section 13(a), the Burdensome Buyout Notice given pursuant to Section 13(b) shall be deemed to be a Rejectable Offer Notice for purposes of this Section 21.

(iii) Early Termination. If the Lessee shall have exercised its option to terminate this Lease pursuant to Section 14(b), the Early Termination Notice given thereunder shall be deemed to be a Rejectable Offer notice for purposes of this Section 21.

(iv) Designated Event and Approved Rating Decline. If the Lessee is required to make separate Rejectable Offers pursuant to Section 6.01(g) of the Participation Agreement, the Lessee shall: (A) make, by written notice to the Corporate Owner Trustee, the Lessor and the Indenture Trustee, with a copy to the Owner Participant and the Noteholders, a Rejectable Offer to purchase the Project from the Lessor on a date specified in Schedule 2.2 to this Lease which is not less than 45 nor more than 75 days after the date on which the Approved Rating declined in connection with a Designated Event (the "Lessor Designated Event Purchase Date"); and (B) make, by written notice to the Owner Participant with copies to the Corporate Owner Trustee, the Lessor, the Indenture Trustee and the Noteholders, a separate Rejectable Offer to purchase the Owner Participant Interest on the same such date (the "OP Designated Event Purchase Date") in the event the Lessor rejects such offer, which notice shall be delivered simultaneously with the Rejectable Offer Notice referred to in clause (A) above.

(b) Notices of Acceptance or Rejection of Rejectable Offers.

(i) By Lessor. The Lessor, at its option, may (subject always to compliance by the Lessor and the Lessee, as

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applicable with the requirements of Sections 9(c), 13(b) or 14(b) of this Lease or Section 6.01(g) (A) of the Participation Agreement, as applicable) accept or (until such time as the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, with the prior written consent of the Indenture Trustee in accordance with the provisions of Section 2.6(b) of the Indenture) reject any Rejectable Offer made by the Lessee pursuant to Sections 9(c), 13(b) or 14(b) of this Lease or Section 6.01(g) (A) of the Participation Agreement and this Section 21 by delivering a notice to the Lessee, the Owner Participant, the Indenture Trustee and each Noteholder to such effect not later than (A) 35 days prior to the Loss Determination Date or the Lessor Designated Event Purchase Date, as applicable, or (B) 60 days prior to the Burdensome Buyout Purchase Date or Early Termination Date, as applicable. If the Lessor fails to give timely notice to the Lessee of its acceptance or rejection of any Rejectable Offer made pursuant to Sections 9(c), 13(b) or 14(b) of the Lease or Section 6.01(g) (A) of the Participation Agreement or if the Lessor, prior to or simultaneously with the rejection of any such Rejectable Offer, fails for any reason whatsoever to deposit the amount described in Section 21(c) (i) below with the Indenture Trustee and to deliver to the Lessee the written consent to such rejection executed by the Indenture Trustee (in accordance with Section 21 (b) (iii) hereof), the Lessor shall automatically and irrevocably be deemed to have accepted such Rejectable Offer.

(ii) By Owner Participant. If (but only if) the Lessor (acting with the written consent of the Indenture Trustee in accordance with Section 2.6(b) of the Indenture) rejects any Rejectable Offer made to it by the Lessee pursuant to Section 6.01(g) (A) of the Participation Agreement and Section 21(a) (iv) (A) above, the Owner Participant may elect to accept or reject the separate Rejectable Offer made to it under Section 6.01(g) (B) of the Participation Agreement and Section 21(a) (iv) (B) above by delivering a notice to the Lessee, with copies to the Corporate Owner Trustee, the Lessor, the Indenture Trustee and each Noteholder to such effect not later than 20 days prior to the proposed OP Designated Event Purchase Date. If the Owner Participant fails to give notice to the Lessee of its acceptance or rejection of any such Rejectable Offer, it shall automatically and irrevocably be deemed to have rejected such Rejectable Offer.

(iii) Consent of Indenture Trustee Required. Notwithstanding anything in the Transaction Documents to the contrary, the Lessee and the Lessor acknowledge and agree that, until such time as the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, the Lessor shall not be authorized or empowered to reject any Rejectable Offer without the prior written consent

of the Indenture Trustee (given in accordance with the provisions of Section 2.6(b) of the Indenture).

(c) Events Upon Rejection of Rejectable Offers.

(i) Lessor Obligations Relating to Event of Loss, Burdensome Buyout and Early Termination. If the Lessor (in full compliance with the provisions of Sections 9(c), 13(b), 14(b) and/or 21 of this Lease, as the case may be), rejects any Rejectable Offer made by the Lessee pursuant to such Sections 9(c), 13(b) or 14(b), it shall deposit with the Indenture Trustee for application in accordance with the provisions of the Indenture, on or prior to the same Business Day on which it rejects the Rejectable Offer, cash in Dollars in an amount sufficient to pay the aggregate principal amount of the outstanding Notes, together with estimated accrued and unpaid interest thereon (calculated based upon the Debt Rate then applicable), through and including the Loss Determination Date, the Burdensome Buyout Purchase Date or the Early Termination Purchase Date, as applicable. In addition, the Lessor shall deposit with the Indenture Trustee for application in accordance with the provisions of the Indenture, two Business Days prior to the Loss Determination Date, Burdensome Buyout Purchase Date or Early Termination Date, as applicable, from funds derived from a Supplemental Rent payment by the Lessee (which the Lessee agrees to pay to the Corporate Owner Trustee for the account of the Lessor two Business Days prior to such Loss Determination Date, Burdensome Buyout Purchase Date or Early Termination Date, as applicable), an amount sufficient to pay the Make Whole Amount, if any, due on the Notes on such Loss Determination Date, Burdensome Buyout Purchase Date or Early Termination Purchase Date together with all other amounts (other than amounts referred to in the next following sentence) then due and owing to the Indenture Trustee and/or the Noteholders under the Transaction Documents as of the applicable date. In addition, the Lessor shall make an additional payment on the Loss Determination Date, Burdensome Buyout Date or Early Termination Date, as applicable, in an amount equal to the excess, if any, of the actual accrued interest due on such date on the Notes over the estimated accrued interest amount previously deposited by the Lessor and, to the extent, if any, such deposited amount exceeds the actual accrued interest due on such date, the Indenture Trustee shall refund such excess to the Lessor. If the Lessor fails for any reason whatsoever to make the deposits described in this Section 21(c)(i) in a timely manner, it shall automatically and irrevocably be deemed to have accepted the Rejectable Offer.

(ii) Lessee Obligations Relating to Event of Loss, Burdensome Buyout and Early Termination. If the Lessor (subject always to compliance with the requirements of Sections 9(c), 13(b), 14(b) and/or 21 of the Lease, as applicable),

rejects any Rejectable Offer made by the Lessee pursuant to such Sections 9(c), 13(b) or 14(b), the Lessee shall pay to the Indenture Trustee for the account of the Lessor and for application in accordance with the provisions of the Indenture (or to the Corporate Owner Trustee for the account of the Lessor if the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) on the Loss Determination Date, the Burdensome Buyout Purchase Date or the Early Termination Date, as applicable, the sum of (A) any and all Rent (other than Stipulated Loss Value and Basic Rent payable in advance on such date), plus (B) Supplemental Rent in an amount equal to the Make Whole Amount, if any, due on any Loss Determination Date, Burdensome Buyout Purchase Date or Early Termination Date, as applicable, plus (C) all other amounts due and owing under the Transaction Documents on such date, whereupon this Lease and the other Transaction Documents (other than any obligations expressed herein or therein as surviving the termination of this Lease) shall terminate.

(iii) Lessor and Owner Participant Obligations Relating to Designated Event and Decline in Approved Rating.

(A) If the Lessor (acting with the written consent of the Indenture Trustee in accordance with Section 2.6(b) of the Indenture) rejects any Rejectable Offer made to it pursuant to Section 6.01(g)(A) of the Participation Agreement and Section 21(a)(iv)(A), the Lessor shall, upon written request, furnish a written statement to the Lessee, with copies to the Indenture Trustee and the Noteholders, confirming the waiver

by the Lessor of all rights against the Lessee under such Section 6.01(g) (A) and otherwise with respect to such Designated Event and decline in Approved Rating (without prejudice to the rights of the Lessor under such Section 6.01(g) (A) upon the occurrence of any subsequent Designated Event and decline in Approved Rating).

(B) If the Owner Participant rejects (or is deemed to have rejected) any Rejectable Offer made to it pursuant to Section 6.01(g) (B) of the Participation Agreement and Section 21(a) (iv) (B), the Owner Participant shall, upon written request, furnish a written statement to the Lessee, with copies to the Indenture Trustee and the Noteholders, confirming the waiver by the Owner Participant of all rights against the Lessee under such Section 6.01(g) (B) and otherwise with respect to such Designated Event and decline in Approved Rating (without prejudice to the rights of the Owner Participant under such Section 6.01(g) (B) upon the occurrence of any subsequent Designated Event and decline in Approved Rating).

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(iv) Lessee Obligations Relating to Designated Event and Decline in Approved Rating. If both the Lessor (acting with the written consent of the Indenture Trustee in accordance with Section 2.6(b) of the Indenture) and the Owner Participant shall have rejected (or be deemed to have rejected) any Rejectable Offers made to them by the Lessee pursuant to Section 6.01(g) of the Participation Agreement and Section 21(a) (iv) above, the obligations of the Lessee with respect to the related Designated Event and decline in Approved Rating shall terminate (without prejudice to the rights of the Lessor and the Owner Participant under Section 6.01(g) of the Participation Agreement and Section 21(a) (iv) above upon the occurrence of any subsequent Designated Event and decline in Approved Rating) and the Lease and all other Transaction Documents shall remain in effect. If the Lessor (acting with the written consent of the Indenture Trustee) shall have rejected (or be deemed to have rejected) any Rejectable Offer made to it by the Lessee pursuant to Section 6.01(g) (A) of the Participation Agreement and the Owner Participant shall have accepted the related Rejectable Offer made to it by the Lessee pursuant to such Section 6.01(g) (B), then and in such event on or prior to the date on which the Lessee shall pay to the Owner Participant the OP Designated Purchase Price, the Lessee shall, at its sole expense and as a condition to such purchase, execute and deliver such documentation as shall be reasonably satisfactory to the Owner Participant, the Indenture Trustee and the Noteholders to cause the indebtedness represented and evidenced by the Notes and the Security Documents or such other notes and security documents as are executed and delivered in connection with such purchase to be a direct and full recourse obligation of the Lessee secured by a first priority deed to secure debt and security interest in the Indenture Estate (as modified by such documentation) and the Lessee shall deliver, or shall cause to be delivered, such certificates, legal opinions, title insurance policies, and other documentary evidence as shall be reasonably required by the Owner Participant, the Indenture Trustee and the Noteholders as necessary to effect such documentation. The Lessee shall pay all reasonable costs and expenses in connection with the transactions contemplated with this Section 21(c) (iv).

(d) Events Upon Acceptance of Rejectable Offers.

(i) Lessor Obligations Relating to Event of Loss, Burdensome Buyout, Early Termination and Designated Event and Decline in Approved Rating. In the event the Lessor (subject always to compliance with the requirements of Sections 9(c), 13(b), 14(b) and/or 21 of this Lease and/or Section 6.01(g) (A) of the Participation Agreement, as applicable) shall have accepted (or shall be deemed to have accepted) a Rejectable Offer made to it by the Lessee pursuant to Sections 9(c), 13(b) or 14(b) of this Lease or Section 6.01(g) (A) of the

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Participation Agreement and this Section 21, and the Lessee shall have paid all amounts payable by it with respect thereto in accordance with Section 21(e) (i), 21(e) (ii), 21(e) (iii) or 21(e) (iv) (A) below, as applicable, the Lessor shall effect a Transfer of the Project to the Lessee or its designee on the Loss Determination Date, the Burdensome Buyout Purchase Date, the Early Termination Date or the Lessor Designated Event Purchase Date, as applicable. Upon such Transfer, all of the Lessee's obligations

under this Lease and the other Transaction Documents (other than any obligations expressed herein or therein as surviving the termination of the Lease) shall terminate.

(ii) Owner Participant Obligations Relating to Designated Event and Decline in Approved Rating. In the event the Owner Participant accepts a Rejectable Offer made to it by the Lessee pursuant to Section 6.01(g) (B) of the Participation Agreement and this Section 21 and the Lessee shall have paid all amounts payable by it with respect thereto in accordance with Section 21(e) (iv) (B) below, the Owner Participant shall effect a Transfer of the Owner Participant Interest to the Lessee or its designee on the OP Designated Event Purchase Date.

(e) Lessee's Payment Obligations.

(i) Event of Loss. If the Lessor accepts (or is deemed to have accepted) a Rejectable Offer made pursuant to Section 9(c) and this Section 21, the Lessee shall pay to the Indenture Trustee for the account of the Lessor on the Loss Determination Date for application in accordance with the provisions of the Indenture (or to the Corporate Owner Trustee for the account of the Lessor if the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) an amount equal to the Event of Loss Purchase Price.

(ii) Burdensome Buyout Event. If the Lessor accepts (or is deemed to have accepted) a Rejectable Offer pursuant to Section 13(b) and this Section 21, the Lessee shall pay to the Indenture Trustee for the account of the Lessor on the Burdensome Buyout Purchase Date for application in accordance with the provisions of the Indenture (or to the Corporate Owner Trustee for the account of the Lessor if the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture), an amount equal to the Burdensome Buyout Purchase Price.

(iii) Early Termination. If the Lessor accepts (or is deemed to have accepted) a Rejectable Offer made by the Lessee pursuant to Section 14(b) and this Section 21, the Lessee shall pay to the Indenture Trustee for the account of the Lessor on the Early Termination Date for application in accordance with the provisions of the Indenture (or to the Corporate Owner

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Trustee on behalf of the Lessor if the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture), an amount equal to the Early Termination Purchase Price.

(iv) Designated Event and Approved Rating Decline.

(A) If the Lessor accepts a Rejectable Offer made to it by the Lessee pursuant to Section 6.01(g) (A) of the Participation Agreement and Section 21(a) (iv) (A) above, the Lessee shall pay to the Indenture Trustee for the account of the Lessor on the Lessor Designated Event Purchase Date for application in accordance with the provisions of the Indenture (or to the Corporate Owner Trustee on behalf of the Lessor if the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture) an amount equal to the Lessor Designated Event Price.

(B) If the Owner Participant accepts a Rejectable Offer made to it by the Lessee pursuant to Section 6.01(g) (B) of the Participation Agreement and Section 21(a) (iv) (B) above, the Lessee shall pay to the Owner Participant on the OP Designated Event Purchase Date an amount equal to the OP Designated Event Price.

SECTION 22. Amendments and Miscellaneous.

(a) Amendments in Writing. The provisions of this Lease may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by the Lessor and the Lessee. It is understood and agreed by the parties hereto that, until the Lien of the Security Documents shall have been discharged in accordance with Section 10.1 of the Indenture, no waiver, alteration, modification, amendment, supplement or termination of this Lease (other than as to Excepted Payments and Excepted Rights) shall be effective unless and until the consent of the Indenture Trustee or the Noteholders shall have been obtained in accordance with the provisions of the Indenture.

(b) Survival.

(i) All indemnities, representations and warranties contained or incorporated by reference in this Lease shall survive, and shall continue in effect following, the execution and delivery of this Lease and the expiration or termination of this Lease.

(ii) The obligations of the Lessee to pay Supplemental Rent and the obligations of the Lessee under Sections 5, 16 and 20 of this Lease (as well as the obligations of the Lessee under Sections 7.01 and 7.02 of the Participation Agreement) shall survive the expiration or termination of this Lease;

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provided, however, that, after the expiration or termination of this Lease, the Lessor shall not have any right or be entitled to any remedy in respect of the Lessee's failure to perform its obligations under Section 20 except the right to institute an action seeking recovery of actual damage with respect to claims or events arising thereunder on or prior to the expiration or termination of the Lease.

(c) Severability of Provisions. Any provision of this Lease that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, prohibit or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Lessee hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

(d) True Lease. This Lease is intended as, and shall constitute, an agreement of lease, and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Project except as a lessee.

(e) Original Lease. The single executed original of this Lease marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the front cover and containing the receipt of the Indenture Trustee therefor on or following the signature page thereof shall be the "Original Executed Counterpart" of this Lease. To the extent that this Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease may be created through the transfer or possession of any counterpart other than the "Original Executed Counterpart".

(f) Governing Law. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE CONFLICTS LAW) OF THE STATE OF GEORGIA.

(g) Headings. The division of this Lease into sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

(h) Estoppel Certificates.

(i) The Lessee agrees, at any time and from time to time, upon not less than thirty (30) days' prior written notice from the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing (v) certifying that this Lease is unmodified and in full force and effect (or if there have, been

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modifications, that this Lease is in full force and effect as modified and stating the modifications hereto); (w) stating the dates to which the Basic Rent and other specified charges hereunder have been paid by the Lessee; (x) stating whether or not the Lessee has knowledge that the Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if the Lessee has knowledge of such a default, specifying each such default; (y) stating the address to which notices to the Lessee shall be sent; and (z) stating such other matters as the Lessor may reasonably request.

(ii) The Lessor agrees, at any time and from time to time, upon not less than thirty (30) days' prior written notice from the Lessee, to execute, acknowledge and deliver to the Lessee, with a copy to the Indenture Trustee, a statement in writing (v) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications hereto); (w)

stating the dates to which the Basic Rent and other specified charges hereunder have been paid by the Lessee; (x) stating whether or not the Lessor has knowledge that the Lessee is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if the Lessor has knowledge of such a default, specifying each such default; (y) stating the address to which notices to the Lessor shall be sent; and (z) stating such other matters as the Lessee may reasonably request.

(i) Concerning the Trust. William J. Wade is entering into this Lease solely as the Individual Owner Trustee under the Trust Agreement and not in his individual capacity. Accordingly, except as otherwise expressly set forth herein or in the other Transaction Documents, each of the representations, warranties, undertakings and agreements herein made on the part of William J. Wade as Lessor is made and intended not as a personal representation, warranty, undertaking or agreement by or for the purpose or with the intention of binding William J. Wade or the Trust Company personally, but is made and intended for the purpose of binding only the Trust and the Trust Estate; this Lease is executed and delivered by William J. Wade solely in the exercise of the powers expressly conferred upon him as the Individual Owner Trustee under the Trust Agreement; and no personal liability or responsibility is assumed hereunder by or shall at any time be enforceable against William J. Wade or the Trust Company, or any successor in trust on account of any action taken or omitted to be taken or any representation, warranty, undertaking or agreement hereunder of William J. Wade, as Lessor, either expressed or implied, all such personal liability, if any, being expressly waived by the Lessee, except that the Lessee or any Person acting by, through or under it, making a claim hereunder, may look to the Trust Estate for satisfaction of the same and William J. Wade or his successors in trust, and the Trust Company or its

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successors in trust, shall be personally liable for his or its own gross negligence or willful misconduct (or negligence, in the case of the handling, holding and transfer of funds) in the performance of its or his or its duties as trustees of the Trust or otherwise. If any successor trustee is appointed for William J. Wade or the Trust Company in accordance with the terms of the Trust Agreement, such successor trustee, without any further act, shall succeed to all the rights, duties, immunities and obligations of William J. Wade or the Trust Company, as applicable, hereunder and the predecessor trustee shall be released from all further duties and obligations hereunder.

(j) Counterpart Execution. This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument. Although this Lease is dated as of the date first above written for convenience, the actual date of execution hereof by the parties hereto is the Closing Date, and this Lease shall be effective on, and shall not be binding on any party hereto until, the Closing Date.

(k) Time is of the Essence. Time is of the essence in this Lease.

(l) Costs of Transfer. All costs and expenses in connection with any transfer of the Project (or any portion thereof) to the Lessee by the Lessor (including, without limitation, taxes, escrow fees, title insurance premiums, recording charges and reasonable attorneys' fees) pursuant to the provisions of any Transaction Document other than Section 19 of this Lease (excluding Section 19(a)(v)) shall be paid for by the Lessee.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be duly executed by a representative or officer thereunto duly authorized as of the date and year first above written.

Lessor:

/s/ William J. Wade

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William J. Wade, not in his individual capacity but solely as the Individual Owner Trustee of Equifax Business Trust No. 1994-A, a Delaware business trust

Lessee:

EQUIFAX INC.

By: /s/ Ralph F. Haygood

-----  
Name: Ralph F. Haygood

-----  
Title: Treasurer  
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MASTER AGREEMENT  
FOR  
OPERATIONS SUPPORT SERVICES

Version 4.0

This Master Agreement is entered into as of May 11, 1999 (the "Effective  
Date"), between  
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- 1. Electronic Data Systems Corporation, a Delaware corporation ("EDS")
- AND
- 2. Equifax Payment Services, Inc., a Delaware corporation ("Equifax").

The Parties agree to the terms and conditions set forth in this Master Agreement (including the forms of Exhibits and Schedules referenced in this Master Agreement), and in each Transaction Document (including the Schedules referenced in each Transaction Document) executed by the Parties referencing this Master Agreement. Each Transaction Document is incorporated into this Master Agreement, and the several Transaction Documents and this Master Agreement are herein collectively referred to as the Agreement.

Signed for and on behalf of EDS:  
  
Electronic Data Systems Corporation  
  
Signature: /s/ Illegible  
-----  
  
Title: -----

Signed for and on behalf of Equifax:  
  
Equifax Payment Services, Inc.  
  
Signature: /s/ Illegible  
-----  
  
Title: -----

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EXHIBITS TO THE MASTER AGREEMENT

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Exhibit

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- 1 Master Agreement Structure Diagram and Form of Transaction Document
- 2 Definitions
- 3 List of Transaction Document Schedules
- 4 "Integrated Planning Team Charter and Operating Procedures Guidelines"

1. PURPOSE/STRUCTURE/TERM OF AGREEMENT

1.1. Purpose of Agreement

(a) EDS is a provider of a broad range of information technology operations and support services including, without limitation, information technology, information management, communications and related services, and is experienced and skilled in the administration, management, provision and performance of such services and the business functions, responsibilities and tasks attendant with such services. EDS desires to provide certain of these operations and support services to the Equifax Group for the Equifax Business as currently performed by the Equifax Group and as envisioned to be required for the Equifax Business and the Equifax Group during the Term, and to perform and assume the functions, responsibilities and tasks attendant with such operations and support services. Equifax desires that such operations and support services for the Equifax Business and the Equifax Group and the attendant functions, responsibilities and tasks, be performed and assumed by EDS. This Agreement documents the terms and conditions under which (1) the Equifax Group will obtain such operations support services from EDS, and (2) EDS will administer, manage, support, provide and perform such services and the functions, responsibilities and tasks attendant with such services, for the Equifax Group.

(b) The Parties have identified certain goals and objectives for the EDS engagement pursuant to the Agreement. These goals and objectives include the following: (i) engaging EDS (A) to provide, and cause to be provided through its Affiliates and subcontractors, certain information technology operations and support services to the Equifax Group as the Equifax Business evolves over the Term; (B) to efficiently and timely provide such

operations and support services to, and perform and assume the functions, responsibilities and tasks attendant with such services for, the Equifax Business and the Equifax Group at levels appropriate to fulfill the requirements of the Equifax Business and the Equifax Group; and (C) to proactively define and propose cost effective solutions to improve the efficiency and functionality of the information management systems operations of the Equifax Group comprising such services in support of the Equifax Business; (ii) securing favorable rates for existing resource consumption and additions to and reductions in resource consumption by the Equifax Group and increasing flexibility regarding resources chargeable and available to the Equifax Group from EDS; (iii) taking advantage of new and/or proven business processes and information technologies to improve the performance, efficiency and cost to performance ratios experienced by the Equifax Group and to enable the Equifax Group to respond to market requirements for the Equifax Business; (iv) enhancing the current operations functionality of the Equifax Group's processes, systems and service levels comprising such services; (v) minimizing any potential operating and financial risks to the Equifax Group; (vi) ensuring the efficiency, stability and security of existing and future processes, systems and service levels; (vii) evolving the support services, processes, systems and service levels to meet the dynamic requirements of the Equifax Group and Equifax Business; and (viii) providing processes and procedures to transition such services back to the Equifax Group or to another service provider from EDS with minimal disruption.

- (c) EDS recognizes that the Equifax Group expects to be treated as a valued and commercially favored customer. EDS agrees that the definition of customer satisfaction goes beyond EDS's performance against established service levels and requires that EDS exhibit a customer service attitude focused on assisting Equifax where commercially reasonable to attain the goals and objectives described in Section 1.1(b), including, without limitation,

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reducing the operations support costs of and improving service levels to the Equifax Group and the customers of the Equifax Group.

- (d) The provisions of this Section 1.1 are intended to be a statement of the purpose of the Agreement and are not intended to alter the plain meaning of the terms and conditions of the Agreement or to require either Party to undertake performance obligations not required by the Agreement. To the extent that the terms and conditions of the Agreement are unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the purposes set forth in this Section 1.1.

## 1.2. Structure of Agreement

- (a) As of the Effective Date, the Services will be grouped around the cluster of services described in the Schedules to each Transaction Document.
- (b) The Agreement is comprised of (i) the provisions set forth in this Master Agreement and the forms of the Exhibits and Schedules referenced herein; and (ii) each Transaction Document including the Schedules referenced in each Transaction Document as illustrated in Exhibit 3.
- (c) The Services will be the subject of one or more Transaction Documents. Each Transaction Document will include Schedules in the forms described in Exhibit 1, configured as noted on Exhibit 3. The Transaction Documents will collectively define the Services provided to the Equifax Group across multiple Towers and the terms and conditions upon which the Services will be provided.
- (d) Transaction Documents will be executed by the Parties. The terms of Transaction Documents will be governed by the terms of the Master Agreement unless the Parties to an individual Transaction Document expressly specifically note the deviations from the terms of the Master Agreement for the purposes of such Transaction Document on a Schedule P to the Transaction Document entitled "Deviations From Terms of Master Agreement."
- (e) Each Transaction Document will be submitted to and approved by the Integrated Planning Team prior to execution by the Parties. The approval will be evidenced by a representative of each of the Parties, who is also a member of the Integrated Planning Team, noting and attesting to the approval of the Integrated Planning Team on a cover sheet to such Transaction Document.

## 1.3. Term of Agreement

The Term of the Agreement will begin as of the Effective Date and will terminate upon the tenth (10th) anniversary thereof, unless earlier terminated or extended in accordance with the provisions of this Agreement. The term of each Transaction Document will be for the period set forth therein, which period may

not exceed the Term. If the Parties do not agree upon the terms, conditions and pricing applicable to such renewal period no later than one hundred eighty (180) days prior to the expiration date of the Term, Equifax may extend the Term of the Agreement and the term of any Transaction Document for an additional period of up to one (1) year on the terms, conditions and pricing then in effect.

#### 1.4. Extension of Services

Equifax may request and EDS will once extend the provision of the Services Transfer Assistance pursuant to any Transaction Document for the Extension Period upon not less than ninety (90) days prior written notice before the scheduled termination or expiration of the provision of the Services or Services Transfer Assistance, or if applicable, notice given within thirty (30) days after the effective date of a notice of termination for any reason by either Party. Any such extension shall be on the terms, conditions and pricing then in effect at the time of the commencement of such extension including, without limitation, Section 12.4 of the Agreement.

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## 2. DEFINITIONS

In the Agreement (including each Transaction Document and the Schedules thereto) all capitalized terms shall have the meanings set forth in Exhibit 2.

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## 3. THE SERVICES

### 3.1. Obligation to Provide Services

- (a) Starting on the Commencement Date of each Transaction Document and continuing during the term of each such Transaction Document, EDS shall provide the Services to, and perform the Services for, the Equifax Group.
  - (b) There may be functions, responsibilities, activities and tasks not specifically described in the Agreement (including the Transaction Documents) which are required for the proper performance and provision of the Services and are an inherent part of, or a necessary sub-part included within, the Services. If such functions, responsibilities, activities and tasks are determined to be required for the proper performance and provision of the Services or are an inherent part, or a necessary sub-part included within, the Services, such functions, responsibilities, activities and tasks shall be deemed to be implied by and included within the scope of the Services, to the same extent and in the same manner as if specifically described in the Agreement (including the Transaction Documents). Each such determination shall be made by agreement of the Parties or resolved pursuant to the dispute resolution provisions of Section 16.
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- (c) EDS is engaged by Equifax on a non-exclusive basis to provide the Services under the Agreement and each Transaction Document and accordingly, Equifax may engage a third party to perform, or itself perform, the Services or any element of the Services, at any time.

### 3.2. Performance

- (a) EDS agrees that the performance of the Services covered by each Transaction Document will meet or exceed each of the applicable Performance Standards and Minimum Service Levels set forth in the Schedules to each such Transaction Document, subject to the limitations and in accordance with the provisions set forth in the Agreement.
- (b) Concurrent with the Business and Operations Support Plan review process described in Sections 6.1 and 6.2 and more often if requested by Equifax,  
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Equifax and EDS will review and agree to commercially reasonable changes, modifications, deletions and replacements of and additions to the Performance Standards, the Minimum Service Levels and the Service Credits under each Transaction Document for the purposes of better and more timely reflecting, facilitating and supporting the continuing development, and evolving priorities of the Equifax Group and the Equifax Business. Any such changes will be implemented through the Change Control Process. The Parties intend that the Performance Standards and the Minimum Service Levels will not be less favorable to the Equifax Group during the term of the Transaction Document to which they are applicable than they are at the initiation of the Services pursuant to such Transaction Document, and will be improved over time. The Parties agree to cooperate and deal with each other in good faith to promptly resolve on a reasonable basis in consonance with the purposes of the review process, any differences between the Parties regarding appropriate changes to, modifications of, additions to, deletions of and replacements of the Performance Standards, the Minimum Service Levels and the Service Credits.
- (c) Subject to Equifax's prior approval (which approval shall not be unreasonably withheld), EDS shall implement the necessary measurement and

monitoring tools and procedures required to set Resource Unit Baseline measurements and to measure and report EDS's performance of the Services against the Performance Standards and Minimum Service Levels as such standards and levels may be developed, modified and changed during the term of each Transaction Document and as the Services may evolve and be supplemented and enhanced during each such term. Such measurement and monitoring shall permit reporting at a reasonable level of detail sufficient to verify compliance with the Performance Standards and Minimum Service Levels and application of any attendant Service Credits. EDS shall prepare and maintain detailed records regarding its compliance with the Performance Standards and Minimum Service Levels and the determination and application of attendant Service Credits, and shall permit Equifax and its designees access to all such records for the purposes of performing verifying audits, planning and identifying possible process improvements. Upon request, EDS shall provide

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Equifax with information and reasonable access to such tools and procedures, and the records relating thereto, for purposes of verification of the reported performance levels.

### 3.3. Disaster Recovery Services

EDS will provide Disaster Recovery Services under each Transaction Document in accordance with Schedule G to each Transaction Document. If EDS fails to  
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provide Disaster Recovery Services to the extent and in accordance with the time table set forth in such Schedule G for a period set forth therein, Equifax will  
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be entitled, at its election to terminate such Transaction Document pursuant to Section 12.1(a) (without giving the notices and observing the cure periods set  
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forth in Section 12.1(a)) upon written notice to EDS. If Equifax elects to  
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terminate such Transaction Document as described in this Section 3.3, Equifax  
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shall give notice to EDS of such election within thirty (30) days after the occurrence of the event on which such termination is based. In the event of a termination of such Transaction Document is authorized under this Section 3.3,  
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Equifax shall not be required to pay any Termination Charges or Wind-Down Expenses to EDS. Such termination shall not constitute the sole and exclusive remedy of Equifax for such failure of performance by EDS, and Equifax may treat such termination as a termination for cause pursuant to Section 12.1(a).  
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### 3.4. Inspections and Audits

- (a) EDS shall maintain a complete audit trail of all financial and non-financial transactions resulting from or arising in connection with the Agreement. EDS shall provide to Equifax, its auditors (including internal audit staff and external auditors), inspectors, regulators and other representatives as Equifax may from time to time designate in writing, access at all reasonable times to any facility or part of a facility at which either EDS or any of its subcontractors is providing the Services, to EDS personnel, and to data and records relating to the Services for the purpose of performing audits and inspections of either EDS or any of its subcontractors to:
  - (1) verify the accuracy of Monthly Charges, other charges and invoices;
  - (2) verify the integrity of Equifax's data and examine the systems that process, store, support and transmit that data; and
  - (3) examine EDS's performance of the Services including, to the extent applicable to the Services performed by EDS and to the Monthly Charges therefor, performing audits (A) of practices and procedures, (B) of systems, (C) of general controls and security practices and procedures, (D) of disaster recovery and back-up procedures, (E) of the efficiency and costs of EDS in performing the Services (but only to the extent affecting Monthly Charges for, or timing of, Services hereunder), and (F) any audit necessary to enable Equifax to meet applicable regulatory requirements. However, neither Equifax nor its auditors will be allowed access to other EDS or EDS Affiliates customer's records. Nothing in the Agreement shall limit or restrict Equifax's or EDS's rights in discovery proceedings pursuant to any civil litigation.
- (b) EDS shall prepare and maintain detailed records regarding its compliance with the Performance Standards and Minimum Service Levels and the determination and application of attendant Service Credits, and shall permit Equifax and its designees access to all such records for the purposes of performing verifying audits, planning, and identifying possible process improvements. Upon request, EDS shall provide Equifax with information and reasonable access to such records and the service

performance measurement tools and procedures relating thereto, for purposes of verification of the reported performance levels.

- (c) EDS shall provide to Equifax's auditors, inspectors, regulators, and representatives such assistance as they require, including installing and operating audit software. EDS shall cooperate fully with Equifax or its designees in connection with audit functions and with regard to examinations by regulatory authorities.

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Equifax's auditors and other representatives shall comply with EDS's reasonable security requirements. EDS shall maintain financial records for four (4) years after the performance of the Services.

- (d) Such access will require twenty-four (24) hour notice to EDS and will be provided at reasonable hours. If any audit or examination reveals that EDS's invoices for the audited period are not correct (other than amounts in dispute pursuant to Section 9.12), EDS shall promptly reimburse Equifax

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for the amount of any overcharges, or Equifax shall promptly pay EDS for the amount of any undercharges. If any such audit activities interfere to a material extent with EDS's ability to perform the Services in accordance with the Performance Standards and Minimum Service Levels under any Transaction Document, EDS shall be relieved of such performance obligations under such Transaction Document to the extent caused by such audit activity. If the assistance required of EDS shall cause EDS to expend unavoidable substantial resources and incur substantial additional costs not within the scope of the Services and Resource Unit Baselines to provide such assistance, Equifax shall reimburse EDS for such reasonable and necessary costs.

- (e) EDS agrees to make any changes and take other actions which are necessary in order to maintain compliance with laws and/or regulations applicable to its performance and provision of the Services. Equifax may submit to EDS findings and recommendations regarding compliance by EDS with applicable laws and regulations which EDS will analyze and consider in good faith. EDS shall promptly respond to Equifax regarding EDS's evaluation and activity plan for such findings and recommendations.

### 3.5. Resources and Facilities

- (a) To enable EDS to provide the Services, Equifax may agree under a Transaction Document to provide [\*] of the Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center and other Equifax facilities and offices services such as reasonable telephone services already subscribed to by Equifax for the sole purpose of providing and performing the Services covered by the Transaction Document for the Equifax Group. Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center and other facilities will be provided "AS IS". EDS shall have inspected such equipment and facilities and determined that the provided items meet EDS's need. Equifax shall not be responsible to EDS for ensuring such Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center and other facilities provide for a safe working environment, including compliance with applicable laws and regulations. EDS shall maintain the Equifax Provided Hardware, Equifax Provided Office Furnishings and Acquired Customer Hardware. EDS shall take no action that will compromise the safety of the working environment that includes the Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center, Acquired Customer Hardware and other facilities provided by Equifax to EDS, or violate the laws and regulations applicable thereto. When the Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center and other Equifax facilities and office services are no longer deemed necessary to perform the Services, Equifax's obligations set forth in this Section

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3.5 and in any Transaction Document with respect to each such item of  
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resources shall terminate.

- (b) The use by EDS of the Equifax Provided Hardware, Equifax Provided Office Furnishings, Data Center and other Equifax facilities described in the Agreement (including any Transaction Documents) will not constitute or create any lease, leasehold interest, estate for any period or other similar interest in EDS, but instead will constitute a license to use such items for the periods and subject to the terms of the Agreement.
- (c) Except as otherwise provided in the Agreement, EDS will have the responsibility and obligation to provide and administer, manage, support, maintain and pay for all resources (including, without limitation, personnel, hardware, software, facilities, services and other items, however described) necessary or appropriate for EDS to provide, perform and deliver the Services as described in the Agreement.
- (d) In addition to the Affected Employees, if any, EDS will provide and have on site as set forth in each Transaction Document its Project Manager under

each such Transaction Document prior to the Commencement Date thereunder and for the duration of the term of each such Transaction Document, and will timely provide an adequate number of additional trained and qualified personnel as necessary or appropriate to

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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facilitate and ensure the timely and proper definition, provision, performance and delivery of the Services in accordance with the Agreement.

- (e) EDS will have the right to change the location of the EDS activities associated with the Services under any Transaction Document with the prior written consent of Equifax, which consent shall not be unreasonably withheld. Among the factors Equifax may consider in determining whether to grant any such consent, Equifax may consider whether any and all changes in the location of such EDS activities may result (i) in a reduction of EDS's ability to perform the Services and the Business and Operations Support Plan; (ii) in any reduced accessibility to EDS and/or the Services by the Equifax Group; (iii) in any deterioration of the Services; (iv) in any decrease in the security or integrity of operations and Company Information of the Equifax Group; and (v) in any additional cost to Equifax.
- (f) EDS will provide reasonable access to the portion of the Facilities used by EDS to provide and perform the Services (including, without limitation, the attendant Machines and Software) (i) to the Equifax Group's authorized employees, agents and representatives as necessary or appropriate for the performance, delivery and use of the Services by the Equifax Group and for the operation, maintenance, upgrade, support and use of any other Equifax hardware, software and other resources located in the Facilities and Data Center, and (ii) to Third Party Providers and third party vendors and suppliers of installation, maintenance, support and upgrade services, technology and hardware for the System and any other Equifax hardware, software and other resources located in the Facilities and Data Center. To the extent practical in light of such installation, maintenance, support and upgrade requirements, Equifax will provide twenty-four (24) hours notice to EDS prior to any visits by such Third Party Providers and third party vendors and suppliers.
- (g) All access to the portion of the Facilities and Data Center used by EDS to provide and perform the Services shall be subject to reasonable (i) data and records protection and physical security measures (including Equifax's physical security requirements) and (ii) such Equifax Group employees, agents and representatives and Third Party Providers and third party vendors and suppliers' undertaking reasonable confidentiality requirements relating to such visits.

### 3.6. Data and Security

- (a) Equifax will authorize all access to all Software operated by EDS in support of the Services covered by each Transaction Document and Company Information and other records of the Equifax Group in the possession of EDS through the data and records security procedures as described in Schedule L  
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to such Transaction Document. EDS shall notify Equifax of the identity of each of the entities and personnel working with EDS to provide and perform the Services covered by each Transaction Document that are to be authorized access to the Software utilized in support of the Services covered by such Transaction Document and the level of security access required by each. The Parties shall cooperate in administering security procedures regarding such access, in accordance with such Schedule L. EDS will enable such  
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access by persons as designated by Equifax and deny such access to all other persons, in accordance with such Schedule L.  
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- (b) All of Equifax's Company Information (including, without limitation, data, records and reports related to the Equifax Group, the Equifax Business and the Services) whether in existence at the Commencement Date of a Transaction Document or compiled thereafter in the course of performing the Services, is the exclusive property of Equifax and the furnishing of such information, data, records and reports to, or access to such items by, EDS and/or its subcontractors will not grant any express or implied license to or interest in EDS and/or its subcontractors relating to such information, data, records and reports except as required to perform the Services pursuant to the Agreement. Upon request by Equifax at any time and from time to time and without regard to the default status of the Parties under the Agreement, EDS and/or its subcontractors shall promptly deliver to Equifax Equifax's Company Information (including without limitation all data, records and related reports regarding the Equifax Group, the Equifax Business and the Services) in electronic (tape) format and in such hard copy as existing on the date of the request by Equifax.

### 3.7. Technology Refresh

EDS will refresh the information technologies components of the Services (including both hardware and software components) as specifically provided in the Agreement (including each Transaction Document) and as otherwise authorized by Equifax from time to time. This Section 3.7 shall not affect or limit EDS's

obligations or authority to perform the repair, replacement, maintenance and upgrade functions and services as set forth in the Agreement as part of the Services, including, without limitation, responsibility for the Machines, Software Maintenance, Maintenance Releases and Versions of the Software.

### 3.8. Software Licenses

- (a) EDS will comply with all license obligations under all licenses and maintenance agreements for the Software, including, without limitation, the obligations of nondisclosure and scope of use. However, EDS will only be obligated under this Section 3.8(a) with regard to the licenses and

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 maintenance agreements for Equifax Software to the extent the obligations thereunder are disclosed to EDS. EDS shall be deemed to have reviewed and accepted the obligations under the licenses and maintenance agreements for the Equifax Software (if any) listed on the Schedules A and B to each

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 Transaction Document as of the Commencement Date under each such Transaction Document.

- (b) All EDS Software provided by EDS in connection with the Services and any Equifax Software licensed under a Third Party Agreement shall be licensed (and the attendant maintenance arrangements contracted) in the name of the Equifax Group member designated by Equifax as the licensee with EDS having the right to access and use such Software in performing the Services, unless EDS can procure such Software (and/or attendant maintenance arrangement) on a more cost effective basis licensed in its own name.
- (c) EDS shall not direct the Equifax Group to terminate, extend, replace, amend or add licenses for the Software and/or the maintenance arrangements attendant therewith, contracted in the name of a member of the Equifax Group without notifying Equifax in writing of the proposed action by EDS and without obtaining Equifax's prior written agreement. Moreover, EDS shall provide to Equifax a written report of the reasons for, and the impact and ramifications on the Services of, such proposed action concurrently with such notification. In addition, if such action by EDS with respect to a license and/or maintenance arrangement for the EDS Software will have an impact on the Services or the monitoring and/or evaluation of the Services in a manner that in turn will have an impact on the operations or costs of the Equifax Group or the ability of EDS or Equifax to monitor and/or evaluate the performance and delivery of the Services, EDS will provide or cause to be provided the programs, services, rights and other benefits and resources that are the subject of such licenses and maintenance agreements to the Equifax Group on terms no less favorable than the terms of such license and maintenance agreements and ensure that there shall be no negative impact on the ability of EDS or Equifax to monitor and/or evaluate the performance and delivery of the Services. If Equifax in connection with or resulting from EDS's termination, replacement, amendment or addition of any license for EDS Software and/or maintenance arrangement incurs additional expenses or other costs, including but not limited to personnel costs, EDS shall promptly reimburse Equifax for such costs.
- (d) EDS shall use commercially reasonable efforts to obtain from the applicable Software vendors a right to assign or transfer to Equifax, without any payment of any additional fee or charge by Equifax, any licenses (and attendant maintenance arrangements) for the Software licensed and contracted in EDS's name as licensee upon termination or expiration of the Agreement and as applicable, each Transaction Document.
- (e) If EDS is unable to obtain from the applicable Software vendor the rights described in Section 3.8(d) above, and, in any event, prior to (i) the
- addition to the EDS Software of any software which is not listed in
- Schedules A or B to a Transaction Document for the Equifax operations
- covered by such Transaction Document; or (ii) any upgrade, enhancement or modification of any EDS Software listed in the Schedules A or B to a
- Transaction Document for the Equifax operations covered by such Transaction Document, EDS shall (A) obtain Equifax's prior written consent for any such actions, (B) provide Equifax with information regarding the amount of any fees and other reasonable requirements Equifax would be required to undertake in order to obtain a license to and maintenance for such EDS Software upon the expiration or termination of the Agreement and as

applicable,

each Transaction Document, and (C) use commercially reasonable efforts to obtain a firm commitment from the providers of such EDS Software to license and provide maintenance for the EDS Software to Equifax upon the expiration or termination of the Agreement upon the payment of such fees and satisfaction by Equifax of such requirements. If Equifax does not respond to a request for consent from EDS within twenty-one (21) business days after receipt of such request together with the information and confirmation of the actions required of EDS in this Section 3.8(e).\* EDS

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shall consider and take into account in the negotiation of its licensing and maintenance arrangements with providers of the EDS Software, Equifax's reasonable concerns regarding the terms and conditions of such EDS Software licenses and maintenance agreements and make such licenses, maintenance agreements and related documentation available to Equifax upon request.

- (f) If Equifax in connection with or resulting from EDS's termination, replacement, amendment or addition of any license for EDS Software and/or maintenance arrangement incurs additional expenses, costs or Losses, including but not limited to personnel costs, and EDS has been notified in writing by Equifax of its estimate of such financial impact prior to EDS's implementation of such action and EDS elects to proceed, EDS shall promptly reimburse Equifax for such amounts actually incurred by Equifax. However, in each instance in this Section 3.8 that Equifax provides EDS an estimate

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of the financial impact of any action by EDS on Equifax, the amounts recoverable from EDS by Equifax in each such instance shall not exceed the amount of the written estimate provided by EDS for each such instance.

- (g) EDS will provide to Equifax, and update as changes occur, a listing of all Software by name, Maintenance Release and Version promoted into production on each Machine at each location of the Machines.

### 3.9. Software Currency

- (a) The Parties agree to maintain reasonable currency for Maintenance Releases and Versions of Software, unless Equifax requests otherwise. For purposes of this Section 3.9, "reasonable currency" shall mean that the next

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Maintenance Release or Version (a) is installed not later than the longer of (i) twelve (12) months after the date the licensor makes such Maintenance Release or Version commercially available, or (ii) within one (1) month after the date the licensor makes a subsequent Maintenance Release or Version commercially available which causes Equifax to be more than one Maintenance Release or Version behind, unless such Maintenance Release or Version contains defects, Viruses, Disabling Code or similar infirmities identified by the Parties, or either of them, that will adversely affect Equifax's operations, in which case, the previous Maintenance Release or Version will be deemed "reasonably current."

- (b) If Equifax requests EDS to expedite installation of a Maintenance Release or Version or to delay the installation of a Maintenance Release or Version of specific Software beyond the period described in Section 3.9(a) or

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requires operation and maintenance of multiple Versions of Software, EDS shall do so, provided that if EDS reasonably determines that it will incur any costs as a result of such requests (e.g., Software support costs due to withdrawal of maintenance by the licensor, multiple version charges, etc.) for resources not otherwise required to perform the Services under the applicable Transaction Document or covered under a current Resource Unit Baseline for such Transaction Document, then EDS will notify Equifax of the amount of such costs in writing and Equifax, at its option, will either delay installation of such Maintenance Release or Version or update the Software to the current level (as applicable) or reimburse EDS for any demonstrable, reasonable and necessary costs. The installation and promotion into production of each Maintenance Release and Version shall be performed in accordance with the Change Control Process.

- (c) In addition, Equifax shall relieve EDS from any failure to meet a Performance Standard or Minimum Service Level to the extent directly impacted by the delay or acceleration of the next Maintenance Release or Version until such time as the affected Software is brought to "reasonable currency" as defined in this Section 3.9.

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\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

3.10. Viruses

EDS will take commercially reasonable measures to ensure that no Virus or similar items are coded or introduced into the System and the operating environments used to provide the Services. EDS will continue to perform and maintain the Virus protection and correction procedures and processes in place at the Equifax Group prior to the Commencement Date of each Transaction Document, and will continue to review, analyze and implement improvements to and upgrades of such Virus prevention and correction programs and processes that are commercially reasonable and consistent with the information technology industry's standards. If a Virus is found to have been introduced into the System and the operating environments used to provide the Services, EDS shall use commercially reasonable efforts and diligently work to eliminate the effects of the Virus. However, EDS shall take immediate action to remediate the Virus' proliferation.

3.11. Software - Substitutions and Additions

(a) Equifax may add Software to, or delete Software from, Schedules A and B to any Transaction Document. If Equifax requests a substitution of any Software under any Transaction Document for which EDS has financial responsibility, Equifax shall pay or receive a credit in the amount by which the periodic license or maintenance fees, or EDS surcharge for non-standard operating systems software, if any, attributable to the substituted Software exceeds or are less than the then-current license or maintenance fees being paid by EDS (if any) attributable to the Software being replaced. If Equifax deletes any Software from the Schedules A and B to a Transaction Document and does not immediately substitute any other new Software therefor, Equifax may utilize an amount equal to the then-current applicable license and/or maintenance Monthly Charges attributable to such deleted Software to offset the Monthly Charges attributable to any new Software or receive a credit in such amount. EDS will provide Equifax with the requisite license and/or maintenance fees support documentation to assist Equifax in evaluating the decision to replace such Software. If Equifax adds any Software to Schedules A and/or B under any Transaction Document, the Parties will negotiate the financial responsibility terms for such Software. To the extent EDS is relieved of payment obligations to any Third Party Provider, Equifax will receive a credit against the monthly charges in the amount of such reduction.

(b) EDS agrees to promote into or remove from production, use and operation any Software selected by Equifax. However, any resources (software, hardware, personnel, etc.) required to install, delete and/or operate such added Software that is not otherwise required to provide the Services under such Transaction Document, or covered under a current Resource Unit Baseline for such Transaction Document, will be provided as New Services pursuant to Section 3.13. Equifax shall be permitted by EDS to audit, control and approve all new Software prior to its promotion into production, and EDS shall provide the cooperation, information and access necessary or appropriate to permit Equifax to perform such functions. Schedules A, B and F will be amended to reflect any changes to the Software.

(c) If EDS timely notifies Equifax that any software requested by Equifax to be substituted for, deleted from, or added to the Software will have an adverse impact on the operation of the System before such action is effected and Equifax directs EDS to effect such action even in view of such notice, EDS shall be relieved of any failure to satisfy the Performance Standards and Minimum Service Levels to the extent, and only to the extent, such action affects EDS's ability to satisfy such Performance Standards and Minimum Services Levels.

3.12. Third Party Agreements - Substitutions and Additions

(a) Equifax may add Third Party Agreements to, or delete Third Party Agreements from, the Schedule F to any Transaction Document. If under any Transaction Document Equifax requests a substitution of any Third Party Agreements (other than a license or maintenance agreement for software described in Section 3.11) for which EDS has financial responsibility, Equifax shall pay or receive a credit in the amount by which the periodic fees attributable to the substituted Third Party Agreement exceed or are less than the then-current periodic fees being paid by EDS attributable to the Third Party Agreements being replaced. If Equifax requests deletion of any Third Party Agreements for which EDS has financial responsibility from Schedule F to a Transaction Document and does not immediately substitute any other new Third Party Agreements therefor, Equifax may utilize an amount

equal to the then-current applicable periodic fees attributable to such deleted Third Party Agreements to offset the fees attributable to any new Third Party Agreements or receive a credit in such amount against the Monthly Charges. EDS will provide Equifax with the requisite fees support documentation to assist Equifax in evaluating the decision to replace such Third Party Agreements. If Equifax adds any Third Party Agreement(s) to Schedule F under any Transaction Document, the Parties will negotiate the

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financial responsibility terms for such Third Party Agreement(s).

- (b) If EDS timely notifies Equifax that any Third Party Provider services requested by Equifax be substituted for, deleted from, or added to, Schedule F will have an adverse impact on the operation of the System

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before such action is effected and Equifax directs EDS to effect such action even in view of such notice, EDS shall be relieved of any failure to satisfy the Performance Standards and Minimum Service Levels to the extent, and only to the extent, such action affects EDS's ability to satisfy such Performance Standards and Minimum Services Levels.

### 3.13. New Services

- (a) During the Term, Equifax may request EDS to perform one or more New Services. Further, Equifax's request for a New Service may include a request for EDS to correspondingly reduce or eliminate one or more existing elements of the Services then being provided under the applicable Transaction Document that are being replaced by the New Services. In such event, EDS shall determine the resources and expenses related to the element or elements of the Services being reduced or eliminated and those required for the New Services being added.
- (b) Promptly after receiving each request for New Services from Equifax, EDS will provide a written quote for such New Services to Equifax setting forth the net increase or decrease in the Monthly Charges and/or other charging methodologies under the applicable Transaction Document, and as applicable, increases and decreases in existing Resource Unit Baselines and additional Resource Unit Baselines (if any) that will be attributable to such New Services and will concurrently deliver to Equifax as part of such quote a detailed description of and proposal for the New Services together with a report regarding the ramifications and impacts of such New Services on the Services under such Transaction Document and all other Transaction Documents affected by the New Services request. All changes in the Monthly Charges and other charging methodologies will be based upon the required proportional increase in personnel, System and other resources applicable to the New Services relative to the Monthly Charges and other existing charging methodologies. Upon receipt of such quote and other documentation, Equifax may then elect to have EDS perform the New Services, and the Monthly Charges and other charging methodologies and Resource Unit Baselines (if applicable) under the affected Transaction Document will be established and/or adjusted to reflect such New Services in a written amendment to the Agreement in accordance with Section 17.2.

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Notwithstanding the foregoing, nothing herein shall be deemed to obligate Equifax to obtain New Services from EDS.

- (c) The Parties agree that changes during the Term in functions, responsibilities and tasks that are within the scope of the Services will not be deemed to be New Services, if such functions, responsibilities and tasks evolved or were supplemented and enhanced during the Term by EDS in its sole discretion or pursuant to the provisions of the Agreement.

### 3.14. Affiliates

If any member of the Equifax Group creates, initiates, or acquires any additional Affiliates or other operations or assets during the Term and desires that EDS provide the Services for such Affiliates or other operations or assets, EDS will provide Equifax and/or such Affiliates or other operations or assets with Services in accordance with the Agreement, subject to mutually agreed additional charges if acceptance of such responsibilities by EDS would require usage of Baseline Resources in excess of the Baseline Resources set forth in the Agreement, or additional charges, if acceptance of such responsibilities by EDS would require the performance of New Services as described in Section 3.13, or

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additional charges by the vendors of the Software in order to expand the scope of use of the Software by the Equifax Group.

## 4. WARRANTIES/REPRESENTATIONS/COVENANTS

### 4.1. Work Standards

EDS warrants, represents and covenants that (a) it has, and during the Term will

have, and each of the EDS employees and subcontractors that it will use to provide and perform the Services has and during the Term will have, the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the Services in accordance with the Agreement; (b) it has successfully provided and performed the Services or services that are substantially equivalent to the Services for other customers of EDS; and (c) the Services will be performed for the Equifax Group in a diligent, workmanlike manner in accordance with generally accepted, industry standards applicable to the performance of such services.

#### 4.2. Noninfringement

Each of the Parties covenants that it will perform its responsibilities under the Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, Trade Secret, copyright or other proprietary right of any third party. Notwithstanding this provision or any other provision in the Agreement, Equifax makes no warranty or representation with respect to any claims for such infringement or misappropriation by virtue of its compliance with obligations herein to provide EDS access to, use of or benefits of any Third Party Agreements prior to receiving the necessary Required Consents. However, this Section 4.2 shall not relieve Equifax from any liability or

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obligation under Sections 8.2 and 14.2.  
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#### 4.3. Disabling Code

EDS covenants that EDS will take commercially reasonable steps to ensure that no Disabling Code in the Software will be permitted to be invoked without the prior written consent of Equifax. EDS further covenants that with respect to any Disabling Code that may be part of the Software, EDS will not invoke Disabling Code at any time, including upon expiration or termination of the Master Agreement or any Transaction Document for any reason, without Equifax's prior written consent.

#### 4.4. Authorization and Enforceability

Each Party hereby represents and warrants that: (a) it has all requisite corporate power and authority to enter into, and fully perform pursuant to, the Agreement; (b) the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (c) the Agreement has been duly executed and delivered by such Party.

#### 4.5. Disclaimer

- (a) Subject to the obligations of EDS to satisfy the Performance Standards and Minimum Service Levels and provide the Services as set forth in the Agreement without material denigration or interruption, EDS does not assure uninterrupted or error-free operation of the Software and Machines.
- (b) EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER EXPRESS WARRANTIES OR COVENANTS, AND THERE ARE NO IMPLIED WARRANTIES OR COVENANTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR COVENANTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 4.6. Regulatory Proceedings and Compliance with Laws

Each Party agrees at its cost and expense to obtain all necessary regulatory approvals applicable to its business, to obtain any necessary permits for its business, and to comply with all laws and regulatory requirements applicable to the performance of its obligations under the Agreement.

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#### 4.7. Year 2000 Warranty

EDS warrants to Equifax that the Services will not be adversely affected in any way by any date data, date setting, date value, date input or other date related data and any combination thereof (including leap year), whether falling on, after or before January 1, 1999, September 9, 1999, December 31, 1999, or January 1, 2000, excluding Services failures and other problems caused by year 2000 defects in the Applications Software - Equifax.

#### 4.8. Covenant of Cooperation and Good Faith

The Parties covenant to timely and diligently cooperate to effect the goals, objectives and purposes of the Agreement and to facilitate the performance of their respective duties and obligations under the Agreement in a commercially reasonable manner. Further, the Parties agree to deal and negotiate with each other and their respective Affiliates in good faith in the execution and implementation of their duties and obligations under the Agreement. However, except as provided in Section 8.3, nothing in this Agreement or any Transaction

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Document shall be construed as creating a relationship in which EDS is the

fiduciary of Equifax.

#### 4.9. Compliance with Standards

EDS warrants, represents and covenants that EDS will comply with, and the EDS personnel, EDS facilities, systems (hardware, software and network, processes and procedures) used to provide the Services will meet or exceed, all standards applicable to the credit card and check processing businesses, including, without limitation, Visa, MasterCard and FDIC requirements.

#### 5. TRANSITION

##### 5.1. Transition Plan

- (a) Prior to the Commencement Date for each Transaction Document or such other date as the Parties may agree, EDS and Equifax through the Integrated Planning Team will have developed and agreed upon the Transition Plan set forth in Schedule H to such Transaction Document, describing (i) the

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transition from the Equifax Group to EDS of the Affected Employees (if any); (ii) the transition of the administration, management, operation under and financial responsibility for the Third Party Agreements from the Equifax Group to EDS; and (iii) the transition of the performance of and responsibility for the other functions, responsibilities and tasks currently performed by the Equifax Group which comprise the Services covered by such. Starting on the Commencement Date, the Transition Plan shall be implemented and completed over a mutually agreed Transition Period, which period shall in no event extend beyond a date certain set forth in such Transaction Document, without the prior written agreement of the Parties. Notwithstanding the foregoing in this Section 5.1(a), EDS's

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and Equifax's responsibilities and obligations with respect to the Affected Employees, the Third Party Agreements and the other elements of the Services as set forth in the Agreement shall commence on the dates set forth in such Transaction Document, but in no event later than the Commencement Date under such Transaction Document.

- (b) During the Transition Period, Equifax will cooperate with EDS in implementing the Transition Plan by providing Transition Personnel and performing the tasks described for Equifax in the Transition Plan. During the Transition Period, EDS will be responsible for the provision of the Services covered by each Transaction Document (including within those Services the implementation of the Transition Plan).

##### 5.2. [\*]

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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#### 6. INTEGRATED PLANNING TEAM/CHANGE CONTROL PROCESS

##### 6.1. Integrated Planning Team

- (a) The Parties shall form and participate in an Integrated Planning Team in accordance with the provisions of this Section 6 for the following

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purposes: (i) to provide leadership and direction for the relationship over the Term of the Agreement; (ii) to define and forecast the resources required to be allocated by EDS to perform and deliver the Services pursuant to the procedures and processes for the preparation and update of the Business and Operations Support Plan; (iii) to define and evaluate the objectives, substance, pricing and performance of the Services and pricing of new and replacement services; (iv) to periodically evaluate the business and operating strategies of each Party and recommend modifications to, and evolution of, the Services (including the Performance Standards and Minimum Service Levels) to optimize such strategies and determine the effect that any modifications of the Services may have on the fees chargeable by EDS under the Agreement; and (v) to report to Equifax and EDS regarding each of the foregoing areas.

- (b) The Integrated Planning Team will be comprised of staffs from both Parties, representing technology and business management, as provided in Exhibit 4

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and each Transaction Document. The Integrated Planning Team will be co-chaired by Equifax's Robert E. Smith and EDS's Mary Workman through the first year of the Term and then the Integrated Planning Team shall be co-chaired as mutually agreed by the Parties thereafter. The "Charter and

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Operating Procedures Guidelines" for the Integrated Planning Team are set

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forth in Exhibit 4 and may be modified by the Parties from time to time

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during the Term upon mutual agreement.

6.2. Projections/Plans

- (a) Commencing on May 1, 1999 and on January 1 and on June 1 of each year of the Term thereafter, Equifax will provide to the Integrated Planning Team its projected business and volume requirements for the Services for the next twelve (12) and twenty-four (24) calendar months. Further, in the first week of each calendar quarter, Equifax will provide to the Integrated Planning Team in the first week of each calendar quarter its forecasted business and volume requirements for the Services for the following calendar quarter. The quarterly forecast may be amended by Equifax on ninety (90) days' prior written notice. Within thirty (30) days after receipt of each such projection and amendment, EDS will review and respond to the projections from Equifax with the technical requirements that it deems necessary to satisfy the business and volume requirements projected by Equifax. After review and acceptance by the Integrated Planning Team, the EDS response will be incorporated into the Business and Operations Support Plan.
- (b) Commencing on June 1, 1999 and on February 1 and on July 1 of each year during the Term thereafter, EDS will provide to the Integrated Planning Team the then-current Business and Operations Support Plan. The Business and Operations Support Plan will be composed of a short-term, technical plan covering twelve (12) months and any long-range, strategic plan covering twenty-four (24) months, both of which will be driven by the Equifax Group's business goals and objectives as reflected in the projections described in Section 6.2(a) above. The short-term plan will -----  
include an identification of support, processes, systems, resources and changes required by the Equifax Group, and a projected time schedule for developing, integrating and implementing the requirements. The long-range plan will treat the strategic aspects of the support of the business goals and objectives of the Equifax Group as set forth in the projections described in Section 6.2(a), including, without limitation, flexible use of -----  
resources managed by EDS as part of the Services in support of the Equifax Group's business priorities and strategies.
- (c) EDS will draft the Business and Operations Support Plan with Equifax's active participation, cooperation and advice through the Integrated Planning Team. EDS will provide input for the plan regarding industry trends with respect to the Services and proposals with regard to the Services for process improvements, change management, skill development, quality improvement, cost per Resource Unit reductions,

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933

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increased efficiency and flexibility in operations and resource utilization, and enhanced functionality. The final Business and Operations Support Plan for each six (6) month period will be provided by EDS based on the mutual agreement of the Parties, with any disputed matters being submitted to the dispute resolution process set forth in Section 16. The -----

Business and Operations Support Plan will be reviewed and updated at least semi-annually thereafter. Any changes to the Agreement or the Services required by the Business and Operations Support Plan will be defined, approved and implemented in accordance with the Change Control Process set forth in Section 6.3.  
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6.3. Agreement Change Control Process

- (a) Within thirty (30) days after the Commencement Date and for the remainder of the Term, the Parties shall define, establish, implement, document and maintain a Change Control Process for activities, processes, provisions and operations under the Agreement (including each Transaction Document) and to evolve the Services. The purposes and objectives of the Change Control Process are (i) to review each Change Request to the Agreement (including any Transaction Document) and the Services to determine whether such change is appropriate, (ii) to determine whether such change is within the scope of the Services or constitutes a New Service under the applicable Transaction Documents, (iii) to prioritize all Change Requests, (iv) to minimize the risk of exceeding both time and cost estimates associated with the requested changes by identifying, documenting, quantifying, controlling, managing and communicating requested changes and their disposition and as applicable, implementation; and (v) to identify the different roles, responsibilities and actions that shall be assumed and taken by the Parties to define and implement the changes to the Services and to the Agreement (including any Transaction Document). The Project Executives shall be the focal point for all Change Requests and shall be responsible for promptly and diligently effecting the activities set forth above in this Section 6.3 with respect to each Change Request.  
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- (b) The Change Control Process shall include, at a minimum:
- (i) Changes to the Agreement (including any Transaction Document) and Services may be requested by either Party. Since a change may affect the price, Schedule J, Performance Standards, Minimum Service Levels, Service Credits -----  
and/or other terms, both the Equifax and EDS Project Executives must review and approve, in writing, each Change Request before any Change Request is implemented.
  - (ii) The Party proposing a Change Request will prepare a Change Request Form, describing the change, the rationale for the change and the effect that change will have (if completed) or the impact it will have (if rejected) on the Agreement, any Transaction Document and/or the Services.
  - (iii) Equifax's or EDS's Project Executive, as appropriate, will review the proposed Change Request. If accepted, the Change Request Form will be submitted to the other Party for review. If rejected, the Change Request Form will be returned to the originator along with the reason for rejection.
  - (iv) All material Change Requests shall be forwarded to the Integrated Planning Team for review and approval prior to implementation.
  - (v) Each approved Change Request will be implemented through a written change authorization. If any Change Request results in a change in scope, price or terms and conditions, then the Agreement and affected Transaction Documents (including the Schedules thereto) will be updated to reflect the changes in scope, price or terms and conditions, as appropriate pursuant to Section 17.2.  
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## 7. SERVICES STAFFING/MANAGEMENT/ADMINISTRATION

### 7.1. Project Executives and Managers

- (a) Prior to the Effective Date, EDS and Equifax will each designate a Project Executive to whom all communications regarding the Parties' relationship under this Agreement may be addressed and who has the authority to act for the appointing party and its subcontractors in connection with all aspects of this Agreement.
- (b) Prior to the Commencement Date under each Transaction Document, EDS and Equifax will each designate a Project Manager to whom all communications regarding such Transaction Document may be addressed and who has the authority in conjunction with the Project Executive (as applicable) to act for the appointing Party and its subcontractors in connection with all aspects of such Transaction Document.
- (c) Unless otherwise provided in a Transaction Document, EDS shall cause each person assigned as a EDS Project Executive or Project Manager under this Agreement and each Transaction Document (as applicable) to devote substantially all of his or her working time and effort in the employ of EDS to his or her responsibilities for the provision of the Services as required hereunder or by such Transaction Document, subject to EDS's reasonable holiday, vacation and medical leave policies and subject to occasional, short-term, non-recurring work on other assignments by EDS related to the Project Executive's or Project Manager's areas of expertise. Before the initial and each subsequent assignment of an individual to such position, EDS shall notify Equifax of the proposed assignment, introduce the individual to appropriate Equifax representatives, and consistent with EDS's personnel practices, provide Equifax with a resume and any other information about the individual reasonably requested by Equifax. EDS agrees to discuss with Equifax any objections Equifax may have to such assignment.
- (d) EDS will give Equifax at least ninety (90) days advance notice of a change of the person appointed as the EDS Project Executive and at least sixty (60) days advance notice of a change of the person appointed as the EDS Project Manager under each Transaction Document, and will discuss with Equifax any objections Equifax may have to such change. EDS shall not reassign or replace any person assigned as the EDS Project Executive or a EDS Project Manager under any Transaction Document, during the first year of his or her assignment to the Equifax service team nor shall EDS assign more than three (3) different individuals to any such position during the Term of this Agreement including the applicable Transaction Document, unless Equifax consents to such reassignment or replacement, or the EDS employee voluntarily resigns from EDS, is terminated by EDS for misconduct or unsatisfactory performance in respect of his or her duties and responsibilities to Equifax, or is unable to work due to his or her death or disability.

## 7.2. Replacement of Personnel

If Equifax reasonably and in good faith determines that it is not in Equifax's best interests for any EDS or subcontractor employee to be appointed to perform or to continue performing any of the Services, Equifax shall give EDS written notice specifying the reasons for its position and requesting that such employee not be appointed or be removed from the EDS or subcontractor employee group servicing Equifax and be replaced with another EDS employee or subcontractor employee. Promptly after its receipt of such a notice, EDS shall investigate the matters set forth in the notice, discuss with Equifax the results of the investigation, and resolve the matter on a basis acceptable to Equifax.

## 7.3. Retention of Experienced Personnel

If EDS fails under any Transaction Document to meet the Performance Standards or Minimum Service Levels thereunder persistently or continuously and if Equifax reasonably believes such failure is attributable in whole or in part to EDS's reassignment, movement, or other changes in the human resources allocated by EDS to the performance and delivery of the Services pursuant to such Transaction Document or the Agreement and/or to the EDS subcontractors assigned to the Equifax service team, Equifax will notify EDS of such belief and the basis therefor. Upon receipt of such notice from Equifax, EDS: (a) will promptly provide to Equifax a report setting forth EDS's position regarding the matters raised by Equifax in its notice; (b) will meet with Equifax to discuss the

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matters raised by Equifax in its notice and EDS's positions with regard to such matters; and (c) will promptly and diligently take commercially reasonable action to eliminate any EDS human resource practices or other practices and/or processes identified by Equifax or EDS as adversely impacting the performance and delivery of the Services by EDS.

## 7.4. Efficient Use of Resources

EDS shall take commercially reasonable actions (a) to efficiently administer, manage, operate and use the resources employed by EDS to provide and perform the Services that are chargeable to Equifax under the Agreement, and (b) to diligently and continuously improve the performance and delivery of the Services by EDS and the elements of the policies, processes, procedures and System that are used by EDS to perform and deliver the Services, including, without limitation, re-engineering, tuning, optimizing, balancing or reconfiguring the processes, procedures and systems used to perform, deliver and track the Services.

## 7.5. Key Positions

Each individual appointed to a Key Position will devote substantially all of his or her full working time and efforts to the performance of the Services. Before assigning a replacement for any individual appointed to any of the Key Positions, EDS will give Equifax prior written notice of the proposed replacement individual for a specified Key Position, will provide Equifax with the resume and other job/position related information about the individual as reasonably requested by Equifax, and will provide Equifax with the opportunity to interview such individual by Equifax representatives. If Equifax does not object to the assignment of the proposed individual to the Key Position within ten (10) days after the interview by Equifax representatives, EDS will assign the individual to the Key Position. Except in the event of a voluntary resignation, termination for cause, disability, death or the exercise by Equifax of its rights under Section 7.2, EDS will not change the individual appointed to

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any Key Position more often than once in each two (2) year period.

## 7.6. Hiring of Employees

Neither the Card Processing Services Division of EDS nor Equifax Payment Services, Inc., will, directly or indirectly, hire any employee of the other Party, wherever located, for a period of twelve (12) full calendar months after an employee has left the employment of the other Party. In each instance in which a Party violates, or permits this covenant to be violated for its benefit, the Party violating or permitting the violation will pay the other Party, upon demand, the sum of [\*] per incident in liquidated damages, not as a penalty. The Parties agree that the damages arising or resulting from such violations are difficult to determine and have agreed that such liquidated amounts are a fair and equitable estimate of the damages the aggrieved Party will incur.

## 8. RELATIONSHIP PROTOCOLS

### 8.1. Evolving Nature of Relationship

(a) The Exhibits to the Agreement and the Schedules to each Transaction Document will be updated by the Parties as necessary or appropriate from time to time during the Term to accurately reflect the evolution of the Services and components and elements of the Services as described therein.

- (b) For [\*] following the Commencement Date under each Transaction Document, EDS and Equifax reserve the right to inventory, validate and update any information that is reflected in or omitted from the Transaction Document and attached Schedules. If discrepancies are detected, the Transaction Document and/or Schedules shall be promptly changed, modified, updated and adjusted to correct such discrepancies upon mutual agreement, so that the Transaction Document and/or Schedules will be correct and accurately reflect the Services and charges provided by EDS to the Equifax Group. If either Party disputes the existence of a discrepancy identified by the other Party, the Parties will submit the matter to the Integrated Planning Team for dispute resolution as specified in Section 16.

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\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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- (c) Both Equifax and EDS agree that the Services provided may require adjustments to reflect the evolving business and operations of the Equifax Group and EDS, that the relationship memorialized by the Agreement (including the Transaction Documents), is dynamic in nature and will evolve as the operating and business environment of the Equifax Group changes and evolves, and that the scope of the Services that will be provided by EDS during the Term and corresponding Monthly Charges charged by EDS may be changed and modified with the written agreement of the Parties pursuant to the Change Control Process. Therefore, the Integrated Planning Team will periodically evaluate the business and operating strategies in accordance with Section 6.1(a).

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- (d) While the Parties will endeavor to update, modify and amend the Agreement, including the Transaction Documents and the Schedules thereto, as necessary or appropriate from time to time to reflect the changing nature of the Services and the requirements of the Equifax Group and the Equifax Business, the Parties acknowledge that such activities may not always be documented with specificity. Therefore, the Parties agree to deal with each other in a good faith, prompt, diligent and commercially reasonable manner to resolve all issues presented and any disputes that may arise to give effect to purposes of the Agreement.

## 8.2. Required Consents

- (a) The Equifax Group shall remain the contracting party of record for the Third Party Agreements allocable to each Transaction Document and to which the Equifax Group is a party on the Commencement Date under each such Transaction Document.
- (b) [\*] shall have the responsibility for timely obtaining all Required Consents under the Third Party Agreements (excluding Third Party Agreements for Applications Software - Equifax) allocable to each Transaction Document. [\*] shall have the responsibility for obtaining and paying all fees and charges for all Required Consents under the Third Party Agreements for Applications Software - Equifax, allocable to each Transaction Document. EDS shall obtain the prior consent of Equifax to the terms of each Required Consent. Subject to the provisions of Section 8.3, EDS

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will have management and administrative responsibilities for obtaining all Required Consents under the Third Party Agreements (excluding Third Party Agreements for Applications Software - Equifax) allocable to each Transaction Document existing on the Execution Date of each such Transaction Document. EDS will publish a list each month setting forth the status of each Required Consent for which it has responsibility until all Required Consents are obtained. Equifax shall timely cooperate with EDS in order to facilitate the proper and timely publication of such monthly Required Consents list. The provisions of this Section 8.2 shall be

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applicable to New Services unless otherwise provided by the Parties in the documentation governing New Services.

- (c) If [\*] is unable to obtain the Required Consents for which it has responsibility within a reasonable time in a form acceptable to, [\*] then the Parties' obligations with respect to the performance of, and payment for, any Services dependent on such Required Consents shall be determined in accordance with the provisions of Section 8.2(g).
- (d) Subject to Section 8.2(c), [\*] shall bear the costs (if any) of obtaining
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- all Required Consents, including without limitation, all charges and fees related to obtaining the Required Consents, for the Third Party Agreements (excluding Third Party Agreements for Applications Software - Equifax) allocable to each Transaction Document existing as of the Execution Date under each such Transaction Document.
- (e) Notwithstanding any other provision of this Agreement, for all Third Party Agreements allocable to each Transaction Document entered into after the

Execution Date under each such Transaction Document, the Party requesting the product or service to which the Third Party Agreement relates shall bear the costs, if any, of obtaining Required Consents.

- (f) [\*] shall bear the cost, if any, associated with the cancellation and re-licensing of any Software allocable to a Transaction Document and licensed by the Equifax Group prior to the Execution Date under such

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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Transaction Document, if required for EDS to provide the Services after the Commencement Date under such Transaction Document. The provisions of this Section shall be applicable to New Services unless otherwise provided by the Parties in the documentation governing New Services.

- (g) Notwithstanding any other provision of the Agreement, no Services requiring a Required Consent shall commence and no Monthly Charge or other charge shall commence for such Services until all applicable Required Consents for such Services are obtained, unless otherwise agreed by the Parties. However, if any Required Consents for which EDS has responsibility is not obtained with respect to any of the Third Party Agreements existing as of the Execution Date under any Transaction Document prior to the Commencement Date and the Parties agree to commence the provision of Services without such Required Consents, the Parties shall cooperate with each other in achieving a reasonable alternative arrangement for Equifax to continue to process its work with minimum interference to its business operations unless and until such Required Consents are obtained. The cost of achieving such reasonable alternative arrangement shall be borne by EDS.

### 8.3. Appointment as Attorney In Fact

- (a) Equifax appoints EDS as the attorney in fact of the members of the Equifax Group, and EDS accepts such appointment as a part of the Services, for the limited purposes of administering, managing, supporting, operating under and paying under the Third Party Agreements to which one or more members of the Equifax Group is a party, and to obtain the Required Consents as provided in Section 8.2(b), in connection with the Services as contemplated

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by the Agreement. Equifax does not appoint EDS as the attorney in fact of the members of the Equifax Group for the purposes of entering into oral or written agreements with any individual or business entity for or in the name of members of the Equifax Group, without the prior express written approval of Equifax.

- (b) Equifax agrees to promptly notify all Third Party Providers under the Third Party Agreements to which one or more members of the Equifax Group is a party of EDS's appointment. However, EDS must submit written notification to Equifax and obtain Equifax's written agreement prior to the cancellation, substitution, termination, change or addition of any Third Party Agreement to which one or more members of the Equifax Group is or will be a party. If Equifax does not respond to such notice from EDS within twenty-one (21) business days after Equifax's receipt of such notice, Equifax shall be deemed to have agreed to the cancellation, substitution, termination, change or addition described in the EDS notice.

- (c) EDS will perform its obligations and responsibilities as an attorney in fact pursuant to Section 8.3(a) under all Third Party Agreements to which a

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member of the Equifax Group is a party subject to the provisions of the Agreement, including, without limitation, Section 3.1 (Obligations to

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Provide Services), Section 3.8 (Software Licenses), Section 8.2 (Required

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Consents), this Section 8.3, Section 9.1 (Disbursements) and Section 11

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(Confidentiality). Upon Equifax's request, EDS will provide to Equifax all information and documentation related to its activities as the Equifax Group's attorney in fact with regard to such Third Party Agreements. Equifax may terminate or provide additional restrictions on EDS's attorney in fact appointment with respect to any Third Party Agreement to which one or more of the members of the Equifax Group is a party if EDS (i) fails to pay any amount due in a timely manner; (ii) permits an actual default to occur; or (iii) does not diligently pursue the service and financial benefits available to the Equifax Group under such Third Party Agreement.

- (d) Beginning on the Execution Date of each Transaction Document and for the term of each such Transaction Document, the Equifax Group will not enter into any new, or terminate or amend any existing, Third Party Agreement to which one or more members of the Equifax Group is a party that adversely impacts EDS's ability to provide the Services covered by such Transaction Document or increases EDS's cost of providing such Services without the prior written consent of EDS.

- (e) In performing and providing the Services, the relationship of EDS with the members of the Equifax Group will be as an independent contractor. However, as a result of its position in providing and performing the Services, EDS and each of its Affiliates providing portions of the Services will have a unique knowledge of the operations of the members of the Equifax Group that no member of the Equifax Group or employee of a member will have in full, and EDS and each of its Affiliates providing portions of the Services will be interacting with the employees, executive management, board of directors and accountants and legal counsel

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to the Equifax Group and the members thereof, in a manner and with respect to matters which will make EDS and each of its Affiliates providing portions of the Services appear to be the functional equivalent of the employees of the Equifax Group and each member thereof obtaining any of the Services from EDS. Accordingly, EDS is appointed as the agent of the Equifax Group and each member thereof, and EDS accepts such appointments for the purpose of performing and providing the Services. EDS is not authorized to enter into oral or written commitments or agreements with any individual or entity for or in the name of the Equifax Group or any member thereof, without the further express written direction to and appointment of EDS by Equifax.

#### 8.4. Conflicts of Interests

- (a) Each Party recognizes that EDS personnel providing Services to the Equifax Group under the Agreement may perform similar services for others and the Agreement shall not prevent EDS from performing similar services for others subject to the restrictions set forth in Section 11 (Confidentiality)

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and/or the applicable Transaction Document. However, EDS shall not use any of the Equifax Provided Hardware or Equifax Software or Equifax Provided Office Furnishings to perform similar services for others (including EDS), without the prior written consent of Equifax.

- (b) Neither Party shall knowingly, directly or indirectly, solicit any employee of the other Party or their Affiliates during the Term of the Agreement unless otherwise agreed in writing by the Parties and except as provided in Section 12.5(e). Equifax or EDS employee's responses to or employment

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resulting from general public solicitations will be exempted from this provision.

- (c) Any specific restrictions related to key employees shall be as specified in the applicable Transaction Document.

#### 8.5. Alternate Providers

- (a) During the Term, Equifax shall have the right to retain third party suppliers to perform any service, function, responsibility, activity or task that is within the scope of the Services or would constitute a New Service pursuant to Section 3.13, or to perform any such services,

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functions, responsibilities or tasks (whether all or a part of the Services or the New Services) internally. EDS shall cooperate with any such third party supplier and Equifax as requested from time to time. Such cooperation shall include, without limitation, (i) providing reasonable physical and electronic access to the Facilities, the Data Center and the books and records in the possession of EDS regarding the Equifax Business and/or the Services; (ii) use of any Machines used by EDS to perform services for the Equifax Group for the Equifax Business; (iii) use of any of the Software (other than any Software where the underlying license agreement does not authorize such access and consent permitting such access and use has not been obtained); (iv) providing such information regarding the operating environment, System constraints, and other operating parameters as is reasonably necessary for the work product of the third party supplier of the Equifax Group to be compatible with the Services or New Services; and (v) such other reasonable cooperation as may be requested by Equifax.

- (b) EDS's obligations hereunder shall be subject to the third party suppliers' compliance with reasonable Facilities, data and physical security and other applicable standards and procedures, execution of appropriate confidentiality agreements, and reasonable scheduling of computer time and access to other resources to be furnished by EDS pursuant to the Agreement.

- (c) If EDS's cooperation with Equifax or any third party supplier performing work as described in Section 8.5(a), causes EDS to expend a material amount

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of additional resources that EDS would not otherwise have expended, but which fall within the scope of activities comprising the Services, such additional reasonable and necessary resources will be charged to Equifax under the established charging mechanism and/or Resource Unit Baseline

therefor. The Parties further agree that if in EDS's reasonable, good faith determination, a third party supplier's activities affect EDS's ability to meet the Performance Standards or otherwise provide the Services in accordance with the Agreement, EDS will provide written notice to Equifax of such determination. The Parties will cooperate to determine and verify whether such effect is caused by a third party supplier, the extent of

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such effect, and how to ameliorate any such effect. [\*]

- (d) Equifax's retention of third party suppliers pursuant to this Section 8.5

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to perform services, functions, activities, tasks or responsibilities that are within the scope of the Services shall not relieve Equifax of its obligations set forth in the Agreement to pay EDS the Monthly Charges applicable to such services, functions, activities, tasks or responsibilities as set forth in the Agreement, unless Equifax is relieved from such charge pursuant to a provision of the Agreement or by the agreement of EDS.

#### 8.6. Use of Subcontractors

- (a) Within thirty (30) days after the Commencement Date under each Transaction Document, the Parties will develop and prepare a list of the Listed Subcontractors under each such Transaction Document that the Parties agree may be engaged by EDS to perform and deliver the part or portion of the Services indicated on such list. With respect to subcontractors which are not Listed Subcontractors, at least fifteen (15) business days prior to the proposed date of commencement by EDS of such subcontractors' activity with respect to the Equifax group or the Services, EDS shall notify Equifax in writing of a decision to delegate or subcontract a function, responsibility or task to a subcontractor, or to change subcontractors for any function, responsibility or task, (i) that could have a material affect on the quality, timing, cost, consistency or performance of the Services under any Transaction Document or on the operations of any member of the Equifax Group or on the security of the Equifax Group data, books and records, or Facilities, or Data Center or on the Equifax Business as conducted by any member of the Equifax Group, or (ii) where the subcontractor will interface directly with the members of the Equifax Group. Upon Equifax's request, EDS shall promptly provide to Equifax information regarding the proposed new or replacement subcontractors in order to permit Equifax to determine whether to grant its consent to such delegation or change or subcontract. Such information shall include the scope of the Services to be delegated, the experience, financial status and resources of the proposed subcontractors, and EDS's selection criteria for the proposed subcontractor and conclusions regarding its selections. Subject to EDS's timely provision of the foregoing information to Equifax, Equifax shall be deemed to have accepted such delegation or subcontract or change that is the subject of the notification by EDS to Equifax, if Equifax has not notified EDS in writing of its good faith objections to such delegation or subcontract on or before the twenty-first (21st) day after receipt of such notice from EDS. EDS shall not delegate or subcontract or change subcontractors unless and until EDS and Equifax shall have resolved any objection timely made by Equifax to such proposed action by EDS. In addition, EDS shall not disclose any Confidential Information of the Equifax Group to any subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner equivalent to that required of EDS by Section 11.
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- (b) Each subcontractor engaged by EDS to perform a portion of the Services will make, execute and deliver to Equifax such disclosures and agreements as Equifax may from time to time reasonably request in order to comport with the requirements of the Equifax Business.
- (c) EDS shall remain primarily liable and obligated to Equifax for the timely and proper performance of all of its obligations hereunder even if such obligations are delegated to third party subcontractors, and for the proper and timely performance and actions of any person or entity to which it delegates or subcontracts any such obligation.

#### 8.7. Equifax Approvals and Notification

For those areas of the Services where Equifax (a) has reserved a right-of-approval, consent or agreement, (b) is required to provide notification, and/or (c) is to perform a responsibility set forth in the Agreement, and such approval, consent, notification or performance is delayed or withheld beyond the period provided in the Agreement (including any Transaction

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

Document) without authorization or right and, such delay or withholding is not caused by EDS and affects EDS's ability to provide the Services under the Agreement (including any Transaction Document) Equifax will relieve EDS of the responsibility for meeting the Performance Standards and Minimum Service Levels for that portion of the Services to the extent, but only to the extent, directly affected by such delay or withholding and only during the period such approval, consent, notification or performance is delayed or withheld beyond the period provided in the Agreement (including any Transaction Document). Equifax will reimburse EDS in accordance with the Agreement for additional necessary and reasonable resources, if any, incurred during such period as a direct result thereof. If not specified otherwise in the Agreement, the period for such approval or notification shall be thirty (30) business days unless another time period is otherwise agreed by the Parties.

## 9. CHARGES/NEW SERVICES/INVOICES/PAYMENTS

### 9.1. Disbursements

Beginning on the Commencement Date of each Transaction Document, as part of the Services covered by such Transaction Document, EDS will pay the Third Party Providers under Third Party Agreements as set forth in the applicable Transaction Document. In addition, EDS will reimburse Equifax in a timely manner for payments by the Equifax Group to such Third Party Providers under the Third Party Agreements allocable for amounts allocable to periods on and after the Commencement Date under each such Transaction Document. Equifax will promptly reimburse EDS for all payments to such Third Party Providers made by EDS, if such payments are allocable to the periods prior to any such Commencement Date and are not otherwise the responsibility of EDS under the Agreement. If EDS should receive during the Term any refund, credit or other rebate in respect of such Third Party Agreements which is attributable to a period prior to the Commencement Date under the applicable Transaction Document, EDS will promptly notify Equifax of such refund, credit or rebate and will promptly pay to Equifax the full amount of such refund, credit or rebate. If Equifax should receive during the Term any refund, credit or other rebate in respect of such Third Party Agreements which is attributable to a period after the Commencement Date under the applicable Transaction Document, Equifax will promptly notify EDS of such refund, credit or rebate and will promptly pay to EDS the full amount of such refund, credit or rebate.

### 9.2. Monthly Charges

For each Contract Year under each Transaction Document, Equifax agrees to pay the Monthly Charges as specified in Schedule J to such Transaction Document,

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together with the other amounts as described in this Section 9. All periodic  
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Monthly Charges under each Transaction Document are to be computed on a calendar month basis, and will be prorated for any partial month, unless specifically stated otherwise in the Agreement (including the applicable Transaction Document). On a monthly basis, EDS will invoice Equifax the proportional amount of the Monthly Charges under each Transaction Document for that month in arrears, as specified in Schedule J to each such Transaction Document. The

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invoices will separately state applicable taxes owed by Equifax by tax jurisdiction, and charges for other elements comprising the Monthly Charges as determined by the Parties pursuant to Section 9.5(b).  
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### 9.3. [\*]

### 9.4. Annual Adjustment

EDS will charge Equifax an Annual Adjustment under each Transaction Document in accordance with the procedures and timing set forth in Schedule J to each such

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Transaction Document.

\* Information omitted pursuant to request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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### 9.5. Taxes

(a) Except as provided in Section 9.5(c), the disbursements described in

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Section 9.1, the Monthly Charges described in Section 9.2, the [\*]  
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described in Section 9.3 and the Annual Adjustment described in

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Section 9.4, paid by Equifax are inclusive of applicable sales, use,

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excise, personal property or other similar taxes attributable to the period on or after the Commencement Date under each Transaction Document. EDS

shall be responsible for all taxes based upon or measured by (i) EDS's cost in acquiring or providing equipment, materials, supplies or third party services furnished to or used by EDS in providing and performing the Services, (ii) the value or cost of the EDS Machines, EDS Software and Acquired Customer Hardware; and (iii) all taxes payable by EDS with respect to its revenues, income and profit. Each Party shall bear sole responsibility for all taxes, assessments and other real property-related levies on its owned or leased real property.

- (b) The Parties agree to reasonably cooperate with each other in good faith to more accurately determine and reflect each Party's tax liability and to minimize such liability to the extent legally permissible. Each Party shall provide and make available to the other any resale certificates and other exemption certificates or information reasonably requested by either Party. The Parties will also work together to segregate the Monthly Charges and other charges, reimbursements and amounts payable hereunder, into separate payment accounts charged under separate invoices, as appropriate, for Services and the components of the Services (i.e., components that are taxable and nontaxable, including those for which a sales, use or similar tax has already been paid by EDS and for which EDS functions merely as a paying agent for Equifax in receiving goods, supplies or services including licensing arrangements that otherwise are nontaxable or have previously been subjected to tax, components that are capitalized, and components that are expensed).
- (c) Notwithstanding any other provision of the Agreement, if a services or similar tax is assessed on EDS's provision of the Services (or any New Services) to Equifax or on EDS's charges to Equifax under the Agreement, Equifax will be responsible for and pay the amount of any such tax.

#### 9.6. New Services

- (a) The charges for New Services will be integrated into the Schedule J to the \_\_\_\_\_ affected Transaction Document in accordance with Sections 3.13 and 17.2. \_\_\_\_\_
- (b) If the Parties cannot agree whether a function, responsibility or task falls within the definition of a New Service, EDS shall nevertheless perform the disputed function, responsibility or task if requested by Equifax. The determination of whether any function, responsibility or task is a New Service to be paid by Equifax will be determined pursuant to the dispute resolution provisions in Section 16. Equifax shall pay [\*] \_\_\_\_\_ of any Monthly Charges for the disputed function, responsibility or task under this Section 9.6 to EDS and [\*] of any Monthly Charges shall be \_\_\_\_\_ held by Equifax or paid into an interest bearing escrow account in accordance with Section 9.12, if requested by EDS, pending a resolution of \_\_\_\_\_ the dispute in accordance with Section 16. Any payment to Equifax of any \_\_\_\_\_ such disputed charge paid by Equifax to EDS and into escrow pursuant to this Section 9.6 after resolution of the applicable dispute, shall be \_\_\_\_\_ paid first from the amount in escrow with respect to such dispute and then by EDS. All amounts payable directly by either Party to the other Party upon resolution of the dispute with respect to which amounts are payable shall be paid promptly upon resolution of the disputed amounts together with interest at the rate of [\*] per month from the date that the other[\*] payment was made into an escrow account pursuant to Section 9.6 and 9.12 \_\_\_\_\_ through the date of payment by EDS to Equifax.

#### 9.7. Invoice Payment

- (a) At its election, Equifax will pay each invoice for charges under the Agreement either by wire funds transfer to an account specified by EDS or other means acceptable to EDS, within [\*] days after the date of Equifax's receipt of the invoice. In the event that any invoice payment is not received by EDS within ten (10) business days following such [\*] day period, a late payment fee of [\*] per month of

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

the unpaid, late invoice payment will be due and payable by Equifax to EDS from the date such payment became overdue through the date of payment to EDS.

- (b) No invoice for charges for any of the Services shall be delivered to Equifax until after the Services which are the subject of such invoice have

been provided to the Equifax Group. However, any Services that are expressly stated in the Agreement as prepaid or paid in advance shall be excluded from the limitation of this provision to the extent, but only to the extent, expressly set forth in the Agreement.

#### 9.8. Benchmark Study

- (a) Not less than once in each [\*] period of the term of each Transaction Document commencing on the Commencement Date of each Transaction Document, Equifax may elect to have a benchmark study performed for the Services provided pursuant to each such Transaction Document or for any subset of such Services. The cost payable to a third party benchmark organization for the benchmark activity will be split equally by the Parties. The Parties will jointly designate and engage the third party benchmark organization. The benchmark study will focus on outsourcing services providers that regularly provide the full range of Services provided by EDS to the Equifax Group under the applicable Transaction Document and on the outsourcing engagements of those providers for substantially similar services in substantially similar quantities.
- (b) Each Transaction Document will set forth a price/performance value for the Services (including subset of the Services) provided under such Transaction Document and the scale or System against which such price/performance value was determined (the "Performance Value"). The Performance Value will be -----  
either the Norm or an agreed deviation from the Norm, and the Parties shall exercise the rights and obligations described herein if EDS's overall performance rating with respect to the Services is not as good as the agreed upon Performance Value. For purposes of the Agreement, the "Norm" ----  
shall be the average price/performance of all customers (both outsourced and non-outsourced customers) being compared during the benchmark study against the scale or system pursuant to which such customers were measured.
- (c) The result of each benchmark study will be submitted to the Integrated Planning Team. In the event that the benchmark study indicates that EDS's overall performance rating as compared to the applicable Performance Value rating for the benchmarked Services, or subset of the Services, under a Transaction Document is not as good as the Performance Value for such Services set forth in such Transaction Document, EDS will adjust its pricing on a prospective basis for the Services, or such subset of the Services, to meet the agreed Performance Value; provided, however, such adjustment will not forgive, compromise release or modify EDS's obligation to perform the Services in accordance with the Performance Standards and Minimum Service Levels. The benchmark study results may reduce but not increase the fees and charges for the Services set forth in the Agreement.
- (d) No Annual Adjustment as described in Section 9.4 of this Master Agreement -----  
will be applied to any element(s) of the pricing adjusted pursuant to this Section 9.8 for the year in which the pricing of such elements were so -----  
adjusted.

#### 9.9. Service Credits

If EDS fails to provide the Services in accordance with the Minimum Service Levels set forth in any Transaction Document, EDS shall incur Service Credits against the Monthly Charges owed to EDS for the second month following the month in which the Service Credits were incurred. The Parties agree that the Service Credits are a fair estimate of the damages that the Equifax Group will incur for each event for which a Service Credit is granted in the Agreement, that the actual damages incurred by the Equifax Group in each such event would be difficult and costly to determine, and that the Service Credits are liquidated damages awarded in lieu of actual damages incurred by the Equifax Group. The Parties agree that the Service Credits are not penalties and are the sole and exclusive remedy of Equifax with respect to the incident or event with respect to which such Service Credits are paid or credited by EDS to Equifax subject to and as limited by the provisions of Sections 12 and 13.

\* Information omitted pursuant to request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

#### 9.10. Other Credits

Except as otherwise set forth in the Agreement, with respect to any amount to be paid or reimbursed to Equifax by EDS at the time any such amount is due and payable to Equifax, EDS may pay that amount to Equifax by applying a credit for the month such amount is due and payable against the charges otherwise payable to EDS under the Agreement, at EDS's option. Notwithstanding the foregoing, if the amount to be so paid or reimbursed by EDS in any specific month, exceeds the charges to Equifax for such month, EDS shall promptly pay any difference to

Equifax by check or wire transfer during such month. If EDS fails to pay any amount due and payable to Equifax or fails to apply a credit during the month such amount is due and payable, EDS shall pay or credit such amount together with interest thereon payable at a rate of [\*] per month, or the maximum amount permissible by law, whichever is less, of the unpaid, late monies will be due and payable by EDS to Equifax from the date such monies became due to Equifax through the date of payment or credit to Equifax.

9.11. RESERVED

9.12. Disputed Charges/Credits

In the event Equifax disputes the accuracy or applicability of a charge or credit or other financial arrangement described in the Agreement (i.e., Monthly Charges, Annual Adjustment, Service Credits, pass-through billings, etc.), Equifax shall notify EDS of such dispute as soon as practicable after the discrepancy has been discovered. The Parties will investigate and resolve the dispute using the dispute resolution processes provided under Section 16 of the

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Agreement. Any undisputed amounts contained in or applicable to an invoice will be paid by Equifax and any undisputed credit amounts will be promptly credited by EDS. Upon the request of either Party Equifax in the case of a disputed charge, or EDS in the case of a disputed credit, shall place the disputed amount in an escrow account established for the benefit of the Parties, until such dispute is resolved. Upon resolution of the dispute, the Parties shall be paid any interest having accrued on the disputed amounts held in the escrow account in connection with such dispute in proportion to the amount received by each Party with respect to such dispute, and the Parties shall each pay a portion of the escrow fees attributable to the disputed amount in an inverse proportion to the percentage of the disputed amount paid to each Party. Unpaid and uncredited monies that are in dispute and placed in escrow will not be considered a basis for monetary default under the Agreement or any Transaction Document.

9.13. Reduction of Equifax Work

(a) If, during the Term, Equifax experiences significant changes in the scope or nature of its business which have or are reasonably expected to have the effect of causing a substantive and sustained decrease in the amount of EDS resources used in performing the Services such changes shall be governed by this Section 9.13, provided such decreases are not due to Equifax's

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resuming the provision of such Services by itself or Equifax transferring the provision of such Services to another vendor. Examples of the kinds of events that might cause such substantial decreases are: (i) changes in Equifax's products or markets; (ii) mergers, acquisitions or divestitures; or (iii) changes in market priorities.

(b) Equifax will notify EDS of any event or discrete set of events which Equifax believes qualifies under this Section 9.13, and EDS will identify,

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any changes that can be made to accommodate such decrease of resource requirements in a cost-effective manner without disruption to Equifax's ongoing operations, and the cost savings that will result therefrom in a plan that will be submitted to Equifax for review and acceptance.

(c) Upon acceptance by Equifax, EDS will make any applicable adjustments to the Annual Service Charge and the related Resource Baselines to reflect the foregoing and distribute an amended Schedule J to the Parties.

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(d) Equifax may, at its option and expense, employ an accredited and independent auditor to verify EDS's methodology for calculating the savings referenced above conforms to accepted accounting practices.

\* Information omitted pursuant to request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Ownership of Materials

EDS, the members of the Equifax Group and their respective contractors and subcontractors may Develop certain Code and documentation in order to perform the Services. The provisions of this Section 10.1 sets forth the respective

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rights of the Parties, their Affiliates and the Equifax Group and their respective contractors and subcontractors in such Code and documentation.

(a) Equifax Code, Equifax Derivative Code and Equifax Works shall be owned by Equifax or another member of the Equifax Group, as applicable. During the Term, EDS shall have an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, operate, distribute, modify, develop, personalize and create Derivative Works from such

Materials internally, and the right to sublicense third parties to do any of the foregoing, for the sole purpose of performing the Services. All patentable inventions embodied in the Equifax Code and Equifax Derivative Code, and patents issued with respect thereto, shall be jointly owned by Equifax and EDS with an undivided interest and an unrestricted right to use, license, distribute, practice, enforce or otherwise improve or commercialize such patentable inventions and the patents issued with respect thereto without an obligation to account to the other Party with respect thereto.

- (b) EDS Code, EDS Derivative Code, EDS Works and EDS Interfaces shall be owned by EDS. During the Term, the Equifax Group shall have an irrevocable, nonexclusive, worldwide, paid-up license to use in the Equifax Business, execute, operate, reproduce, display, perform, distribute, modify, Develop, personalize and create Derivative Works from such Materials internally, and the right to sublicense third parties to do any of the foregoing for the Equifax Group.
- (c) With respect to any of the Materials whether or not Developed under the Agreement, which are or have been Developed solely by the Equifax Group and/or their contractors, such Materials shall be owned by Equifax. At Equifax's sole option, EDS shall have an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, operate, reproduce, display, perform, distribute, modify, Develop, personalize and create Derivative Works from such Materials internally and the right to sublicense third parties to do any of the foregoing, for the sole purpose of performing the Services during the Term.
- (d) Subject to EDS's fulfilling its obligations under Section 4, any ownership  
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or license rights herein granted to either Party or another member of the Equifax Group or any other Authorized Users are limited by and subject to any patents and copyrights held by, and terms and conditions of any license agreements with, applicable Third Party Providers.
- (e) To the extent that by operation of law any of the Materials may not be owned by EDS or the Equifax Group to which ownership has been allocated under this Section 10, each Party agrees to promptly assign, or cause to be  
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assigned, and take such actions and execute and deliver such documents as shall be necessary or appropriate to effect such assignment without further consideration. Each Party hereby assigns, without further consideration, the ownership of all right, title and interest in all U.S. and foreign copyrights, mask work rights and patents in the Materials to the other Party in accordance with the ownership allocation provisions set forth in this Section 10. Such assignee shall have the right to obtain and hold in  
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its own name or transfer patents and copyrights, applications, registrations, renewals and all other rights relating or pertinent thereto.

## 10.2. Obligations Regarding Materials

- (a) The Parties agree to reproduce copyright, patent and other legends which appear on any portion of the Materials which may be owned by the Parties and any and all third parties.
- (b) Except as set forth in Section 11, the Agreement shall not preclude either  
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Party from Developing materials or providing services which are competitive to the Materials or Services which might be

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delivered pursuant to the Agreement, except to the extent any of the same may infringe any of the other Party's patent rights, copyrights, Trade Secrets or mask work rights.

- (c) Neither the Agreement nor any disclosure made hereunder grants any license to either Party under any patents rights, copyrights, mask work rights or Trade Secrets of the other Party, except for the licenses expressly granted under this Section 10 and Section 12.5 hereof.  
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## 11. CONFIDENTIALITY

### 11.1. Confidential Information

EDS and Equifax each acknowledge that the other Party possesses and will continue to possess information, which has commercial value in such other Party's business and is not in the public domain. Such information has been created, discovered, developed by such other Party or provided to it by a third party, and such other Party holds property rights in such information by assignment, license or otherwise.

### 11.2. Obligations

- (a) Equifax and EDS will each refrain from disclosing, will hold as confidential and will use the same level of care to prevent disclosing to third parties, the Company Information of the other Party as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Notwithstanding the foregoing, the Parties may disclose Company Information in the case of Equifax to members of the Equifax Group, and in the case of both Parties contractors and subcontractors involved in providing and using the Services under the Agreement where: (i) such disclosure is necessary to permit the members of the Equifax Group and the contractor or subcontractor to perform its duties hereunder or use the Services; (ii) members of the Equifax Group and the contractor or subcontractor agree in writing to observe the confidentiality and restricted use and disclosure covenants and standards of care set forth in this Section 11 and EDS and Equifax are each third party beneficiaries for all purposes; and (iii) EDS in the case of Equifax Company Information received by EDS and disclosed it as permitted herein, or Equifax in the case of EDS Company Information received by Equifax and disclosed by it as permitted herein, assumes full responsibility for the acts or omissions of the members of the Equifax Group, contractors and subcontractors no less than if the acts or omissions were those of EDS and Equifax respectively.
- (b) Neither Equifax nor EDS shall use the Company Information of the other Party except in the case of EDS and its subcontractors, (i) in connection with the performance of the Services and (ii) as otherwise specifically permitted in the Agreement, and in the case of Equifax, its contractors and other members of the Equifax Group, (A) as specifically permitted in the Agreement and/or (B) in connection with the use of the Services. EDS shall be responsible to ensure that its subcontractors comply with this Section 11.2(b) and Equifax shall be responsible to ensure that the members of the Equifax Group and its contractors comply with this Section 11.2(b).
- (c) Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of the Agreement, except to the extent permitted by this Section 11 and to enforce the terms of the Agreement, without the prior written consent of the other. Furthermore except as contemplated by the Agreement, neither EDS nor Equifax will make any use of the Company Information of the other Party; acquire any right in or assert any lien against the other Party's Company Information except as contemplated by the Agreement; or refuse to promptly return, provide a copy of or destroy such Company Information upon the request of the disclosing Party.
- (d) Notwithstanding any other provision of the Agreement, neither Party will be restricted in using, in the development, manufacturing and marketing of its products and services and in its operations, any data processing, system operations, applications development or network management 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 (without reference to any physical or electronic embodiment of such information), unless such use shall infringe any of such Party's patent rights, copyrights, mask works rights or Trade Secrets.

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### 11.3. Exclusions

Notwithstanding the foregoing, this Section 11 will not apply to any information which EDS or Equifax can demonstrate was: (a) at the time of disclosure to it, in the public domain; (b) after disclosure to it, published or otherwise becomes part of the public domain through no fault of the receiving party; (c) without a breach of duty owed to the disclosing party, is in the possession of the receiving party at the time of disclosure to it; (d) received after disclosure to it from a third party who had a lawful right to and, without a breach of duty owed to the disclosing party, did disclose such information to it; or (e) independently developed by the receiving party without reference to Company Information of the disclosing party. Further, either Party may disclose the other Party's Company Information to the extent required by law or order of a court or governmental agency. However, the recipient of such Company Information must give the other Party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information, all at the discloser's cost and expense. It is understood that the receipt of Company Information under the Agreement will not limit or restrict assignment or reassignment of employees of EDS and the Equifax Group within or between the respective Parties and their Affiliates.

### 11.4. Loss of Company Information

The receiving Party will immediately notify the disclosing Party, orally or in writing in the event of any disclosure, loss, or use in violation of the Agreement of a disclosing Party's Company Information known to the receiving Party.

#### 11.5. Limitation

The covenants of confidentiality set forth herein (a) will apply after the Effective Date to any Company Information disclosed to the receiving Party before and after the Effective Date and (b) will continue and must be maintained from the Effective Date through the termination of the relationship between the Parties and (i) with respect to Trade Secrets, until such Trade Secrets no longer qualify as trade secrets under applicable law; and (ii) with respect to Confidential Information for a period equal to the shorter of two (2) years after termination of the Parties' relationship under the Agreement, or until such Confidential Information no longer qualifies as confidential under applicable law. Neither Party will be responsible for the security of the Company Information of the other Party during transmission via public communications facilities, except to the extent that such breach of security is caused by the failure of such Party to perform its obligations under the Agreement, or the negligent acts or omissions of such Party, its contractors, subcontractors or Affiliates.

#### 12. TERMINATION

##### 12.1. Termination By Equifax

Equifax may terminate any Transaction Document for the following reasons:

- (a) A material breach of the Agreement or any Transaction Document by EDS that remains uncured for [\*] after receipt of written notice thereof. However, if a material breach of the Agreement or any Transaction Document by EDS (other than a breach of Section 11 hereof) occurs that by its nature  
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cannot be cured by EDS within such [\*] period, but EDS submits a commercially reasonable written plan to Equifax within such period to cure such breach after the [\*] period (but in no event more than [\*] after such notice of breach) and the plan (including the timing of the cure set forth in the plan) is accepted by Equifax in writing, the cure period for such breach shall be extended to the date set forth in the plan; or
- (b) There exists a series of non-material or persistent breaches by EDS, that in the aggregate have a material and significant adverse impact (i) on the Services support of the administrative, management, planning, financial reporting or operations functions of the Equifax Group or the portion of the Equifax Group constituting the user group under any Transaction Document, or (ii) on the management of the Services or the portion of the Services covered by such Transaction Document; or

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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- (c) For convenience upon [\*] days prior notice by Equifax to EDS; or
- (d) EDS becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States or transfers all or substantially all of its assets to another person or entity; or
- (e) In the event of a Change of Control of the Card Processing Division of EDS, or EDS acquires a competitor of Equifax, Inc., or there is a Change of Control of EDS with a competitor of Equifax, Inc. acquiring Control of EDS, Equifax, or its successor entity in the case of a merger or the entity purchasing the assets of Equifax, may terminate the Agreement with [\*] prior written notice to EDS given not later than [\*] after the occurrence of such Change of Control; or
- (f) EDS incurs Direct Damages to Equifax in excess of the EDS Direct Damages Cap under the circumstances and resulting from the events described in Section 13.1(a); or  
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- (g) Under the circumstances set forth in Sections 3.3 or 17.3.  
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##### 12.2. Termination by EDS

EDS may terminate any Transaction Document for a material default by Equifax thereunder other than a payment default that remains uncured for a period of [\*] after written notice thereof to Equifax from EDS. EDS may terminate any

Transaction Document for a material payment default by Equifax thereunder that remains uncured for a period of fifteen (15) days after written notice thereof to Equifax from EDS.

12.3. [\*]

- (a) In the event of a termination by Equifax pursuant to Section 12.1(c) for convenience, [\*]. In the event of a termination by Equifax pursuant to Section 12.1(e) for Change of Control, [\*]. In the event of a termination by Equifax pursuant to Section 17.3 for a Force Majeure Event, [\*]. In the event of a termination by Equifax pursuant to Sections 12.1(a) for cause or (b) for persistent breaches or (d) for bankruptcy or (f) for exceeding the EDS Direct Damages Cap or Section 3.3 for failing to provide disaster recovery services, [\*]. In the instance of a termination by Equifax pursuant to Section 12.1(b) for persistent non-material breaches, Equifax may not recover any damages from EDS for the defaults and breaches by EDS giving rise to such termination; provided that nothing in this sentence shall preclude any recovery by Equifax pursuant to other provisions of the Agreement including, without limitation, Section 8.4(b), Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15, or Section 17.3 of this Master Agreement.
- (b) Except as set forth in Section 12.3(a) and (c), Equifax shall not be obligated to pay any charges that would otherwise accrue and be payable by Equifax pursuant to the Agreement or any Transaction Document after the effective date of the expiration or termination of the Agreement or any such Transaction Document.
- (c) In the event of a termination by EDS pursuant to Section 12.2, Equifax will be required to pay Wind-Down Expenses.

12.4. Services Transfer Assistance

- (a) The Parties agree that EDS will cooperate with the Equifax Group to assist in the orderly transfer of the services, functions, responsibilities, tasks and operations comprising the Services under each

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

Transaction Document provided by EDS thereunder to one or more members of the Equifax Group itself or another services provider in connection with the expiration or earlier termination of the Agreement and/or each Transaction Document for any reason, however described. "Services Transfer Assistance" shall include, but not be limited to, providing the Equifax Group and their respective agents, contractors and consultants, as necessary, with services described in Schedule R to each Transaction

Document. Neither the Term of the Agreement nor the term of any Transaction Document shall be deemed to have expired or terminated until the Services Transfer Assistance thereunder is completed.

- (b) Upon Equifax's request EDS shall provide Services Transfer Assistance in connection with migrating the work of the Equifax Group to the Equifax Group itself or another services provider commencing up to [\*] prior to expiration, or upon any notice of termination or of non-renewal of the Agreement or any Transaction Document. In no event will Equifax's holding of or escrow of monies in compliance with Section 9.12 be considered a failure by Equifax to pay amounts due and payable hereunder. Further, EDS shall provide the Services Transfer Assistance in accordance with this Section 12.4 even in the event of Equifax's material breach (other than an uncured payment default) with or without an attendant termination for cause by EDS.
- (c) Services Transfer Assistance shall be provided through the effective date of the expiration or termination of the Services under the Transaction Documents being terminated. Upon request by Equifax, the effective date of such expiration or termination shall be extended for up to [\*] thereafter

as set forth in Section 1.4 pursuant to the terms and conditions of the

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Agreement and applicable Transaction Document(s) and such period shall be considered an extension of the Term and the term of such Transaction Documents.

- (d) If any Services Transfer Assistance provided by EDS requires the utilization of additional resources that EDS would not otherwise use in the performance of the Agreement and applicable Transaction Documents, but for which there is a current Resource Unit Baseline, Equifax will pay EDS for such usage at the then-current applicable Transaction Document(s) charges and in the manner set forth in the applicable Transaction Document(s). If the Services Transfer Assistance requires EDS to incur costs that EDS would not otherwise incur in the performance of the Services under the Agreement and applicable Transaction Document(s), then EDS shall notify Equifax of the identity and scope of the activities requiring that EDS incur such costs and the projected amount of the charges that will be payable by Equifax for the performance of such assistance. Upon Equifax's authorization, EDS shall perform the assistance and invoice Equifax for such charges. Within thirty (30) business days after the date of the invoice Equifax shall pay EDS for authorized, additional charges incurred to provide such assistance to Equifax.

#### 12.5. Other Rights Upon Termination

At the expiration or earlier termination of the Agreement and/or any Transaction Document for any reason, however described, EDS agrees in each such instance, as applicable:

- (a) Upon Equifax's request, EDS agrees to sell to Equifax or its designee for the fair market value thereof, the EDS Machines owned by EDS then currently being used by EDS to perform the Services or the portion of the Services covered by the Transaction Document, as applicable. In the case of EDS Machines that EDS is leasing, EDS agrees to permit Equifax or its designee to either buy-out the lease on the EDS Machines and purchase the EDS Machines from the lessor or assume the lease(s) and secure the release of EDS thereon. Equifax shall be responsible for any sales, use or similar taxes associated with such purchase of such EDS Machines or the assumption of such leases.
- (b) EDS will grant to the members of the Equifax Group and their Affiliates an irrevocable, nonexclusive, worldwide, perpetual, paid-up source and object code license to use, execute, operate, reproduce, display, perform, distribute, modify, Develop and personalize, and create Derivative Works from, the EDS Derivative Code, EDS Code, EDS Works and EDS Interfaces as a part of and in connection with the Equifax Business, and the right to sublicense third parties to do any of the foregoing for the members of the Equifax Group.

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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- (c) EDS will provide to the Equifax Group a source code and an object code license for EDS Software proprietary to EDS and not otherwise owned by or licensed to Equifax in accordance with Section 12.5(b) and not generally  
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commercially available, for use by the Equifax Group as a part of and in connection with the Equifax Business, upon terms and prices to be mutually agreed upon by the Parties (which prices shall not be greater than those offered to third parties). At Equifax's option, EDS will recommend a mutually agreeable commercially available substitute, if available, to perform the same function.
- (d) If EDS has licensed or purchased and is using any generally commercially available EDS Software to provide the Services to the Equifax Group at the date of expiration or termination of the Agreement and/or any Transaction Document, Equifax may elect to take a transfer or an assignment of any and all of the licenses for such software and any attendant maintenance agreement, which licenses and maintenance agreements shall in all cases be kept current and fully paid by EDS through the date of transfer to Equifax. To the extent any such licenses for EDS Software and the attendant current maintenance agreements are not transferable by EDS to Equifax, EDS shall provide to Equifax, in Equifax's name, a current fully paid license for such EDS Software and a current fully paid maintenance agreement for such EDS Software. In both of the instances described in the preceding two sentences such license and maintenance agreements shall be for a scope of use and hardware level appropriate for Equifax's operations at the time of transfer and/or delivery to Equifax.
- (e) Upon the date of expiration or termination of the Agreement or any Transaction Document for any reason, the Equifax Group shall have the right to make offers of employment to any or all Service employees performing Services hereunder or under such Transaction Document. Promptly after

either Party sends the other Party written notice of termination or expiration with the prior consent of each Services Employee (each of whom EDS will notify of Equifax's interest), subject to the agreement of the Service employee(s) EDS agrees to supply Equifax with the names and resumes requested by Equifax for the purpose of exercising its rights under this Section 12.5, at no charge. Equifax's rights under this Section 12.5 will

take precedence over any EDS/employee employment contract or covenant that may otherwise limit an employee's right to accept employment with the Equifax Group.

- (f) Upon Equifax's request, EDS will transfer or assign to Equifax or its designee, on mutually acceptable terms and conditions, any Third Party Agreements not otherwise treated in this Section 12.5, applicable solely to

services being provided to Equifax, including, without limitation, Third Party Agreements for maintenance, Disaster Recovery Services and other necessary third party services then being used by EDS to perform the Services subject to the payment by Equifax of any transfer fee or charge imposed by the applicable vendors.

#### 12.6. Effect of Termination/Survival of Selected Provisions

- (a) In the event of the bankruptcy of EDS pursuant to the Bankruptcy Act and an attendant rejection of this Agreement or any license or assignment granted hereunder pursuant to Section 365 thereof, the parties intend that the provisions of the Bankruptcy Act shall apply and Equifax shall be entitled to retain possession of all Embodiments of Intellectual Property delivered to it by EDS under this Agreement and to the extent permitted by law, retain the license rights granted thereunder, subject to the obligations to pay royalties and fees hereunder.

- (b) Notwithstanding the expiration or earlier termination of the Services, the Agreement or any Transaction Document for any reason however described, the following Sections of the Agreement shall survive any such expiration or termination: Section 8.4(b), Section 10, Section 11, Section 12.4, Section

12.5, Section 12.6, Section 13, Section 14, Section 15, Section 16.1 and

Section 17. Upon termination or expiration of the Master Agreement, all

rights and obligations of the Parties under this Master Agreement and the Transaction Documents will immediately cease and terminate (except for the rights and obligations under those Sections specifically designated to survive in this Section 12.6).

### 13. LIABILITY

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#### 13.1. Liability Caps

- (a) Except as provided in Section 13.2, the liability of EDS to Equifax arising

out of or resulting from the performance or non-performance by EDS and its subcontractors of the Services and its obligations under the Agreement shall be limited to "Direct Damages" incurred by Equifax for each event which is the subject matter of a claim or cause of action. Except as provided in Section 13.2, each Transaction Document shall contain a

provision setting the cap on the aggregate liability of EDS for Direct Damages pursuant to such Transaction Document (the "EDS Direct Damages Cap"). The sum of the EDS Direct Damages Caps set forth in the Transaction Documents shall constitute the "EDS Aggregate Direct Damages Cap."

- (b) Except as provided in Section 13.2, the liability of Equifax to EDS arising

out of or resulting from the performance and non-performance of its obligations under the Agreement (including the Transaction Documents) shall be limited in all cases to Direct Damages which in the aggregate shall not exceed the amounts payable by Equifax upon a termination for convenience under Section 12.1(c) including Wind-Down Expenses (the "Equifax Direct

Damages Cap"). The EDS Direct Damages Cap and the Equifax Direct Damages

Cap are herein collectively called the "Direct Damages Caps".

#### 13.2. Exclusions

Notwithstanding Section 13.1, the Direct Damages Caps (the limitations on the

types and amounts of damages set forth in Section 13.1) will not apply to (a)

failure to pay charges for the Services that are due and payable under the Transaction Documents up to the effective date of the early termination of such Transaction Documents (but the Direct Damages Cap will apply to payments due and payable by Equifax upon a termination by Equifax for convenience under Section

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12.1(c) or upon a termination by EDS pursuant to Section 12.2); (b) Losses  
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covered under the Party's indemnification obligations to others pursuant to  
Section 14; (c) Losses arising from a violation of the confidentiality  
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provisions of Section 11; (d) Losses incurred by Equifax caused by or arising  
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out of the intentional misconduct or gross negligence of the other Party in the  
performance or failure of performance of its obligations under the Agreement;  
(e) amounts payable by EDS under the force majeure provisions of Section 17.3 of  
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the Agreement; and (f) amounts payable to Equifax under Section 9.10 (Other  
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Credits).

### 13.3. Direct Damages

Unless specifically provided to the contrary in the Agreement (including, without limitation, Section 13.2), neither party shall have any liability  
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whether based on contract, tort (including, without limitation, negligence), warranty, guarantee or any other legal or equitable grounds to the other party for any damages other than Direct Damages. "Direct Damages" mean actual, direct  
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damages incurred by the claiming Party which include, by way of example but without limitation, (a) the costs of cover incurred by the Equifax Group to obtain services which are the same as or substantially similar to the Services, (b) the costs to correct any deficiencies in the Services rendered by EDS, (c) the costs incurred by the Equifax Group to transition to another provider of information management and communication services and/or to take some or all of such functions and responsibilities in-house, (d) the difference in the amounts to be paid to EDS hereunder and the charges to be paid to such other provider and/or the costs of providing such functions, responsibilities and tasks in-house, (e) the Service Credits, and (f) similar damages, but "Direct Damages" shall not include (i) loss of interest, profit or revenue of the claiming Party or (ii) incidental, consequential, special, exemplary, punitive, multiple or indirect damages suffered by the claiming Party (except as the damages described in (i) and (ii) are included as a part of the Termination Charge, Change of Control Termination Charge and the Service Credits or as otherwise provided for in the Agreement), even if such Party has been advised of the possibility of such losses or damages.

### 13.4. Dependencies

In no event will EDS or its subcontractors be liable for any damages if and to the extent caused by the failure of Equifax and/or its contractors to perform its responsibilities hereunder. However, for the purposes of this Section 13.4,  
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neither EDS nor its subcontractors nor the Third Party Providers shall be considered a contractor of

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Equifax. Further, neither Equifax nor its contractors shall be liable for any damages if and to the extent caused by any failure to perform by EDS or its subcontractors.

### 13.5. Remedies

At its option, Equifax may seek all remedies available to it under law and in equity including, without limitation, injunctive relief in the form of specific performance to enforce the Agreement and/or actions for damages, or recover as liquidated damages the Service Credits, subject to the limitations and provisions specified in this Section 13. If EDS's provision of the Services is  
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such that EDS would otherwise owe Equifax a Service Credit and Equifax elects to recover Service Credits, Equifax's recovery of Service Credits shall constitute acknowledgment by Equifax of full satisfaction and release of any claim by Equifax that EDS has breached its obligations under the Agreement with respect to any such event(s) giving rise to the Service Credits. However, within nine (9) calendar months of the receipt of any Service Credits Equifax received with respect to any action or inaction by EDS upon which Equifax is basing termination for cause under Section 12.1(a) or termination for persistent  
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breaches under Section 12.1(b), Equifax may return such Service Credits and  
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pursue a damage claim against EDS, if any such claim exists.

## 14. INDEMNITIES

#### 14.1. Indemnity by EDS

EDS will indemnify and hold each Equifax Indemnitee harmless from and against any and all Losses incurred by any of them arising from or in connection with:

- (a) any Claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country or any state alleged to have been incurred because of or arising out of any aspect of the Services (including without limitation any information technology, information management and communications services, equipment, software or other resources) provided by EDS and/or its subcontractors in its performance of the Services. However, EDS will have no obligation with respect to any Losses to the extent arising from or in connection with Claims for copyright infringement and/or breach of software licenses related to the Services committed by an Equifax Indemnitee or any employee of an Equifax Indemnitee that is not the result of EDS failing to perform its obligations under the Agreement including, without limitation, obtaining any Required Consent for which it has responsibility. Further, EDS will have no obligation with respect to any Losses to the extent arising out of or in connection with an Equifax Indemnitee's modification of a program or a machine provided by EDS and/or its subcontractors, or an Equifax Indemnitee's combination, operation or use of the services, equipment, software or other resources provided by EDS and/or its subcontractors with devices, data, programs or other resources not furnished by, through or at the specification of EDS or its subcontractors;
- (b) any Claims, however described, accruing on or after the Commencement Date of a Transaction Document (i.e., not arising or resulting from a breach by the Equifax Group before such Commencement Date) regarding any Third Party Agreements, (including without limitation, failure to obtain Required Consents or arising from EDS's exercise of its rights to terminate, modify or change the Third Party Agreements pursuant to Section 8.3(b)) allocable -----  
to such Transaction Document. However, EDS will have no obligation with respect to any Losses to the extent arising out of or in connection with Claims for copyright infringement and/or breach of software licenses related to the Services (i) committed by any Equifax Indemnitee or any employee of an Equifax Indemnitee that is not the result of EDS's failing to perform its obligations under the Agreement including, without limitation, obtaining any Required Consent for which it has responsibility or (ii) to the extent arising out of or resulting from Equifax's failing to perform its obligations under the Agreement;
- (c) any Claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of EDS, and its subcontractors caused by the negligence or willful misconduct of EDS, its employees, Affiliates or subcontractors. However, EDS will have no obligation under this part, to the  
  
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extent the same arise out of or in connection with the negligence or willful misconduct of a member of the Equifax Group;
- (d) any Claims for violation of any environmental laws or regulations arising out of the Agreement or as a result of the Services performed at the Facilities, the Data Center or the Equifax sites or locations to the extent EDS or its subcontractors has caused the environmental damage or violation of the environmental laws or regulations from which the Claim arises;
- (e) any Claims directly attributable to EDS's decision to request that Equifax cancel, substitute, terminate, change, add or breach any Third Party Agreement and Equifax's assent to and compliance with such decision and any Losses incurred by Equifax associated with such decision by EDS and compliance by Equifax;
- (f) any Claims for any amounts, including, without limitation, taxes, interest and penalties assessed against Equifax which are obligations of EDS under the Agreement;
- (g) any Claims for penalties, interest and other charges imposed by a taxing authority (except the actual taxes payable by Equifax under the terms of the Agreement) arising out of or resulting from EDS's issuing an incorrect invoice or other information provided to Equifax in writing regarding its charges to Equifax for the Services to Equifax; and
- (h) any Claims by any Affected Employees arising out of or resulting from their employment, or the termination of their employment, with EDS or its Affiliates and subcontractors, except to the extent any such claim arises from a wrongful act of the Equifax group or its contractors.

In the event and to the extent that a Claim is made against an Equifax Indemnitee by an employee of EDS and/or its subcontractors providing services,

products and/or software hereunder, the Parties agree that EDS shall indemnify and hold harmless the Equifax Indemnitee to the same extent as if the Claim was made by a non-employee of EDS and/or its subcontractors. EDS's indemnification obligations hereunder shall be primary and immediate. Accordingly, in addition to other provisions herein, and in order to render the Parties' intent and this indemnification agreement fully enforceable, EDS, in an indemnification claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation law(s) or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. This waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision.

#### 14.2. Indemnity by Equifax

Equifax will indemnify and hold harmless each EDS Indemnitee from and against any and all Losses incurred by EDS arising from or in connection with:

- (a) any Claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country or any state alleged to have been incurred because of or arising out of any equipment, materials and other resources (including without limitation information technology, information management and communications services equipment, software or other resources) provided to EDS by the Equifax Group in connection with the performance of the Services. However, Equifax will have no obligation with respect to any Losses to the extent arising out of or in connection with Claims for copyright infringement and/or breach of software licenses related to the Services, committed by a EDS Indemnitee or any employee of a EDS Indemnitee that is not the result of the Equifax Group's failing to perform its obligations under the Agreement. Further, Equifax will have no obligation with respect to any Losses to the extent arising out of or in connection with a EDS Indemnitee's modification of a program or a machine provided by a member of the Equifax Group, or a EDS Indemnitee's combination, operation or use of the equipment, software or other resources provided by the Equifax Group with devices, data, programs or other resources not furnished by the Equifax Group;
- (b) any Claims accruing before the effective date or after the termination date of a Transaction Document regarding any Third Party Agreements between members of the Equifax Group and a third party covered by such Transaction Document, but not including Claims arising or resulting from EDS failing to perform its obligations under the Agreement, including without limitation, obtaining any Required Consent for which it has responsibility;
- (c) any Claims for amounts, including, without limitation, taxes, interest and penalties assessed or claimed against EDS which are obligations of Equifax under the Agreement;
- (d) any Claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of the Equifax Group caused by the negligence or willful misconduct of the Equifax Group or their employees; provided that Equifax will have no obligation, under this part, to the extent the same arise out of or in connection with the negligence or willful misconduct of EDS or its Affiliates or subcontractors;
- (e) any Claims arising out of or resulting from the operations of the Equifax Group to the extent such Claims do not arise out of a breach of the Agreement by EDS and are not the subject of a specific indemnity provided to Equifax by EDS in Section 14.1. However, Equifax will have no  
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obligation under this item, to the extent the Claims arise out of or result from the negligence or willful misconduct of EDS or its Affiliates or subcontractors;
- (f) any Claims for any violation of environmental laws or regulations arising out of the Services performed at the Facilities or Data Center or other Equifax Group sites or locations, except to the extent that EDS or its Affiliates or subcontractors has caused the environmental damage or violation of the environmental laws or regulations from which the Claim arises; and
- (g) any Claims by any Affected Employees arising out of or resulting from their employment, or the termination of their employment, with Equifax except to the extent any such Claim arises from a wrongful act of EDS or its Affiliates or subcontractors.

In the event and to the extent that a Claim is made by an employee of a member of the Equifax Group against a EDS Indemnitee, the Parties agree that Equifax shall indemnify and hold harmless the EDS Indemnitee to the same extent as if the Claim was made by a non-employee of the members of the Equifax Group. Equifax's indemnification obligations hereunder shall be primary and immediate.

Accordingly, in addition to other provisions herein, and in order to render the Parties' intent and this indemnification agreement fully enforceable, Equifax, in an indemnification Claim hereunder, expressly and without reservation waives any defense or immunity it may have under any applicable workers' compensation law(s) or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. This waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision.

#### 14.3. Employment Actions

It is agreed that EDS shall be solely and exclusively responsible for personnel decisions affecting EDS's employees, subcontractors and agents (including, without limitation, hiring, promotions, training, compensation, evaluation, discipline, and discharge). Equifax shall be solely and exclusively responsible for personnel decisions affecting employees, contractors, and agents of the members of the Equifax Group (including, without limitation, hiring, promotion, training, compensation, evaluation, discipline and discharge).

#### 14.4. Exclusive Remedy

The indemnification rights of each Indemnified Party for third party Claims pursuant to Sections 14.1 and 14.2, shall be the sole and exclusive remedy of -----  
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such Indemnified Party with respect to each such third party Claim to which such indemnification relates.

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#### 14.5. Indemnification Procedures

- (a) Written notice shall be given to the Indemnifying Party if any Claim is commenced or threatened against any Indemnified Party. Such notice shall be given as promptly as practicable but in all events, within a period that will not prejudice the rights of the Indemnified Party under the Agreement to defend the Claim. After such notice, if the Indemnifying Party acknowledges in writing to the Indemnified Party that the Agreement applies with respect to such Claim, then the Indemnifying Party shall be entitled to take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party must deliver written notice of its election of taking such control of the Claim to the Indemnified Party not fewer than ten (10) days prior to the date on which a response to such Claim is due or such lesser period as is reasonable given the nature of the Claim and the notice and response time permitted by law or the facts and circumstances. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial, defense and settlement of such Claim and any appeal arising therefrom. The Indemnified Party may participate in such investigation, trial, defense and settlement of such Claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party, which consent will not be unreasonably withheld.
- (b) After notice to the Indemnified Party of the Indemnifying Party's election to assume full control of the defense of any such Claim, the Indemnifying Party shall not be liable for any legal expenses incurred thereafter in connection with the defense of that Claim by the Indemnified Party. If the Indemnifying Party does not promptly assume full control over and diligently pursue the defense of a Claim as provided in this Section 14.5, -----  
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the Indemnified Party shall have the right to defend, settle or otherwise resolve the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, and the Indemnifying Party may participate in such defense, at its sole cost and expense. In no event shall any settlement of the Claim pursuant to this Section 14.5(b) require -----  
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the consent of the Indemnifying Party.

#### 15. INSURANCE AND RISK OF LOSS

##### 15.1. EDS Insurance

During the Term of the Agreement, EDS and each EDS subcontractor that provides or performs any of the Services shall maintain and keep in force, at its own expense, the following minimum insurance coverages and minimum limits:

- (a) workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of EDS and any EDS subcontractor that provides or performs any of the Services;
- (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of [\*] each accident;

- (c) comprehensive or commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: (1) occurrence/aggregate limit of [\*] for bodily injury, death and property damage per occurrence and [\*] combined aggregate; or (2) split liability, without aggregate limits, of (i) [\*] injury per person; (ii) [\*] for bodily injury per occurrence; and (iii) [\*] per occurrence for property damage;
- (d) comprehensive automobile liability insurance, covering owned, non-owned and hired vehicles, with limits as follows: (1) combined single limit of [\*] for bodily injury, death and property

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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damage per occurrence; or (2) split liability limits of (i) [\*] for bodily injury per person; (ii) [\*] for bodily injury per occurrence; and (iii) [\*] for property damage;

- (e) all-risk property insurance, on a replacement cost basis, covering the real and personal property of EDS which EDS is obligated to insure by the Agreement. Such real and personal property may include buildings, equipment, furniture, fixtures and supply inventory; and
- (f) errors and omissions insurance, with a limit of [\*] per occurrence.

All such policies of insurance of EDS and its contractors and subcontractors shall provide that the same shall not be canceled nor the coverage materially modified without first giving thirty (30) days prior written notice thereof to Equifax. No such cancellation or material modification shall affect EDS's obligation to maintain the insurance coverages required by the Agreement. Equifax shall be named as an additional insured on the policies described in (c) and (d) above. All liability insurance policies shall be written on an "occurrence" policy form except for the policies described in (f) above which shall be on a "claims made" basis. Equifax shall be named as loss payee as its interest may appear on the property insurance policies of EDS. EDS shall be responsible for payment of any and all deductibles from insured claims under its policies of insurance. The coverage afforded under any insurance policy obtained by EDS pursuant to the Agreement shall be primary coverage regardless of whether or not Equifax has similar coverage. EDS and its subcontractors shall not perform under the Agreement without the prerequisite insurance. Upon Equifax's request, EDS shall provide Equifax with certificates of such insurance including renewals thereof. Unless previously agreed to in writing by Equifax, EDS and its subcontractors shall comply with the insurance requirements herein. The minimum limits of coverage required by the Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies. If EDS or its subcontractors fail to comply with any of the insurance requirements herein, upon written notice to EDS by Equifax and a [\*] cure period, Equifax may, without any obligation to do so, procure such insurance and EDS shall pay Equifax the cost thereof plus a reasonable administrative fee as designated by Equifax. The maintenance of the insurance coverages required under the Agreement shall in no way operate to limit the liability of EDS to Equifax under the provisions of the Agreement.

The Parties do not intend to shift all risk of loss to insurance. The naming of Equifax as additional insured is not intended to be a limitation of EDS's liability and shall in no event be deemed to, or serve to, limit EDS's liability to Equifax to available insurance coverage or to the policy limits specified in this Section 15.1 nor to limit Equifax's rights to exercise any and all remedies

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available to Equifax under contract, at law or in equity.

#### 15.2. Risk of Property Loss

EDS and Equifax each shall be responsible for damages to their respective tangible personal or real property (whether owned or leased), and each Party agrees to look only to their own insuring arrangements (if any) with respect to such damages.

#### 15.3. Mutual Waiver of Subrogation

EDS and Equifax waive all rights to recover against each other for any loss or damage to their respective tangible personal property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions. EDS and Equifax will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies maintained by each Party; provided, however, Equifax shall give EDS written notice if a waiver of subrogation is unobtainable, or obtainable only at additional expense. If EDS upon receipt of such notice agrees to reimburse Equifax for such additional

expense, Equifax shall obtain such waiver of subrogation. If a waiver is unobtainable or EDS elects not to pay the additional expense of a waiver, then neither Equifax nor its insurers shall waive such subrogation rights.

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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## 16. DISPUTE RESOLUTION

### 16.1. Dispute Resolution Procedures

(a) Any dispute between the Parties either with respect to the interpretation of any provision of the Agreement or with respect to the performance by EDS or by Equifax hereunder shall be resolved as specified in this Section

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16.1.

- (i) Upon the written request of either Party to the other Party, a dispute shall be submitted to the Integrated Planning Team for resolution.
- (ii) The Integrated Planning Team shall meet as often as necessary to gather and furnish to each Party all information with respect to the matter in issue which is appropriate and germane in connection with its resolution.
- (iii) The Integrated Planning Team shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.
- (iv) During the course of such negotiation, all reasonable requests made by one Party to the other for nonprivileged information reasonably related to the Agreement, will be honored in order that each Party may be fully advised of the other Party's position.
- (v) The specific format for such discussions will be left to the discretion of the Integrated Planning Team, but may include the preparation of agreed upon statements of fact or written statements of position furnished by each Party to the other Party.

(b) If the Integrated Planning Team does not resolve the dispute within fifteen (15) days after the date of receipt by the other Party of a request to submit the dispute to the Integrated Planning Team as described in Section

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16.1(a) (i) (the "Notice"), then the dispute shall be escalated to an  
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officer of Equifax and an officer of the EDS Electronic Business Unit, for their review and resolution within thirty (30) days after the receipt of the Notice.

(c) If the officers referred to in Section 16.1(b) do not resolve the dispute  
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within thirty (30) days after the receipt of the Notice, then the dispute shall be escalated to the President of Equifax and the President of the EDS Electronic Business Unit for their review and resolution within forty-five (45) days after the original receipt of the Notice.

(d) If the dispute is not resolved by the Parties' Presidents within forty-five (45) days after the receipt of the Notice, the dispute will be finally settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association then in effect. Either Party may give the other Party notice, in accordance with Section 17.10, of its submission of such dispute to

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arbitration. Such notice shall also be given in accordance with the Rules, to the extent that the Rules are inconsistent with or supplement this notice requirement. Such arbitration shall take place in Tampa, Florida, United States of America, before a single arbitrator. The Parties will agree upon the selection of a particular arbitrator as soon as reasonably practical after the notice described in this Section 16.1(d) is given, but  
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failing such agreement within thirty (30) days of such notices, the arbitrator will be selected in accordance with the Rules. All issues in the arbitration will be decided in accordance with Florida law and any applicable federal law.

The determinations of the arbitrator will be final and binding upon the Parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall be requested to set forth the grounds for his or her decision in the award.

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All proceedings before the arbitrator shall be conducted in the English language. All documents and papers submitted to the arbitrator shall be in the English language or accompanied by a competent English language translation thereof.

With the exception of applications to courts of competent jurisdiction for injunctive relief, the Parties stipulate that the submission of disputes to arbitration as provided in this Section 16.1, and arbitration pursuant thereto, shall be a condition precedent to any suit, action or proceeding instituted in any court or before any administrative tribunal with respect to such dispute. The arbitration provisions hereof shall, with respect to any dispute arising out of the Agreement or any Transaction Document, survive the termination or expiration of the Agreement and any Transaction Document.

Both Parties agree to continue performing their respective obligations under the Agreement and each Transaction Document while any dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof, or unless otherwise directed by Equifax.

The Parties shall use their best commercial efforts to set the date of the arbitration within sixty (60) days after selection of the arbitrator but in no event shall the arbitration be set more than ninety (90) days after selection of the arbitrator. Discovery as permitted by the Federal Rules of Civil Procedure then in effect will be allowed in connection with the arbitration to the extent consistent with the purpose of the arbitration and as allowed by the arbitrator.

The decision or award of the arbitrator shall be rendered within fifteen (15) days after the conclusion of the presentation to and hearing by the arbitrator. The decision or award of the arbitrator shall be final, binding and non-appealable by the Parties.

Each Party shall bear its own arbitration costs and expenses and all other costs and expenses of the arbitration shall be divided equally between the Parties; provided, however, the arbitrator may modify the allocation of fees, costs and expenses in the award in those cases where fairness dictates.

Notwithstanding anything to the contrary in this Section 16.1(d), the Integrated

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Planning Team shall have the authority to stay the time periods set forth in this Section 16.1 upon unanimous vote of its members to take such action.  
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(e) Notwithstanding any other provision of this Section 16.1, either Party may  
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resort to court action for injunctive relief at any time if the dispute resolution processes set forth in this Section 16.1 would permit or cause  
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irreparable injury to such Party or any third party claiming against such Party, due to delay arising out of the dispute resolution process.

#### 16.2. Continued Performance

The Parties agree to continue performing their respective obligations under the Agreement (including the Transaction Documents) while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement.

### 17. GENERAL

#### 17.1. Relationship of Parties

(a) The Agreement (including the Transaction Documents) shall not be construed as constituting either Party as partner of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party, except as provided in Section 8.3.  
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Each Party shall be responsible for the management, direction and control of the employees of such Party and such employees shall not be employees of the other Party.

(b) Each Party will submit to the other Party all advertising, written sales promotion, press releases and other publicity matters relating to the Agreement in which the other Party's name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied, and will not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other Party.

#### 17.2. Entire Agreement, Updates, Amendments and Modifications

The Agreement (including the Transaction Documents) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Transaction Documents) are superseded and merged into the Agreement (including the Transaction Documents). Updates, amendments and modifications to the Agreement including the Transaction Documents may not be made orally, but shall only be made by a written document signed by both Parties. Any terms and conditions varying from the Agreement (including the Transaction Documents) on any order or written notification from either Party shall not be effective or binding on the other Party.

### 17.3. Force Majeure

- (a) Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent and while such default or delay is caused, directly or indirectly, by a Force Majeure Event.
- (b) If a Force Majeure Event occurs, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone and describe at a reasonable level of detail the circumstances causing such delay (to be confirmed in writing within twenty-four (24) hours after the inception of such delay).
- (c) If any Force Majeure Event substantially prevents, hinders, or delays performance of the Services under any Transaction Document necessary for the performance of the critical functions of the Equifax users of such Services for more than [\*] consecutive days, then at Equifax's option:
  - (i) Equifax may procure such Services from an alternate source. EDS will directly and timely pay the alternate source the full amount charged by such alternate source for the provision of such Services to Equifax until such time as EDS is able to restore the Services and meet the Performance Standards, but in no event for more than [\*] days; and
  - (ii) Until such time as EDS has restored the Services in full, Equifax may terminate the Transaction Document as of a date specified by Equifax in a written notice of termination to EDS, and Equifax will pay all Monthly Charges due and

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

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payable through the termination date. If Equifax elects such termination, Equifax shall not be obligated to pay any other termination or other fees, however described, to EDS, except charges for Services Transfer Assistance (but Equifax will not be liable for Termination Charges or Wind-down Expenses).

- (d) This Section 17.3 does not limit or otherwise affect EDS's obligation to  
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provide Disaster Recovery Services in accordance with Section 3.3 and the  
-----  
Schedules to each Transaction Document. In the event of a Force Majeure  
Event affecting Equifax, this Section 17.3 will not limit or otherwise  
-----  
relieve Equifax's obligation to pay any monies due EDS under the terms of  
the Agreement, except as provided in Section 17.3(c)(ii) and Section 3.3.  
-----

### 17.4. Nonperformance

Except as otherwise provided in the Agreement, to the extent any nonperformance by either Party of its nonmonetary obligations under the Agreement results from or is caused by the other Party's failure to perform its obligations under the Agreement, such nonperformance shall be excused.

### 17.5. Waiver

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

### 17.6. Severability

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original

intentions as nearly as possible in accordance with applicable law(s).

17.7. Counterparts

The Agreement shall be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document.

17.8. Governing Law

The Agreement and any and all claims and disputes arising out of or in connection with or related to the relationships and arrangements between the Equifax Group and EDS described in the Agreement will be governed by and construed in accordance with the laws of the State of Florida.

17.9. Binding Nature and Assignment

The Agreement will be binding on the Parties and their respective successors and permitted assigns. Except as provided in this Section 17.9, neither Party may,

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or will have the power to, assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, except that Equifax may assign its rights and obligations under the Agreement to an Affiliate which expressly assumes its obligations and responsibilities hereunder, without the approval of EDS. The assigning Party shall remain fully liable for and shall not be relieved from the full performance of all obligations under the Agreement. Any attempted assignment that does not comply with the terms of this Section 17.9 shall be null and void. If Equifax assigns

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its rights or obligations to an Affiliate in accordance with the Agreement, Equifax shall provide written notice thereof to EDS together with a copy of the assignment document, within three (3) business days after such assignment.

17.10. Notices

(a) Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise specifically provided herein and will be deemed given when delivered by hand, one (1) day after being given to an express courier with a reliable system for tracking delivery, or five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, or when sent if delivered by facsimile, with confirmation of delivery by the sending machine.

(b) Notifications will be addressed as follows:

For termination, breach or default under a Transaction Document, notify:

<TABLE>	
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<S>	<C>
In the case of EDS:	with a copy to:
EDS Project Executive	EDS Co-Chairman of the Integrated Planning Team,
Electronic Business - Card Processing Services 5400 Legacy Drive, Mail B1-1A-46 Plano, TX 75024	Electronic Business - Card Processing Services 5400 Legacy Drive, Mail B1-1A-46 Plano, TX 75024
Facsimile: (972) 604-3180	Facsimile: (972) 604-3180
In the case of Equifax:	with a copy to:
Equifax Project Executive	Equifax Co-Chairman of the Integrated Planning Team
Equifax Payment Services, Inc. 11601 North Roosevelt Blvd. St. Petersburg, FL 33716	Equifax Payment Services, Inc. 11601 North Roosevelt Blvd. St. Petersburg, FL 33716
Facsimile: (727) 570-4991	Facsimile: (727) 570-4991
</TABLE>	

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

17.11. No Third Party Beneficiaries

The Parties do not intend, nor will any Section hereof be interpreted, to create for any third party beneficiary rights with respect to either of the Parties,

except each member of the Equifax Group shall be a third party beneficiary under the Agreement, and the third parties identified in Section 14 will have the

rights and benefits described in that Section.

#### 17.12. Other Documents

Upon request of the other Party, on or after the Effective Date and the Commencement Date(s) of any Transaction Documents and the effective dates of any amendments or revisions to any of the foregoing, each Party shall furnish to the other such certificate of its Secretary as shall evidence that the Agreement or any amendment or revision hereto has been duly executed and delivered on behalf of such Party.

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#### 17.13. Consents and Approvals

The Parties agree that in any instance where a consent, approval or agreement is required of a Party in order for the other Party to perform under or comply with the terms and conditions of the Agreement, then such Party will not unreasonably withhold or delay such consent, approval or agreement and where consent, approval or agreement cannot be provided, the Party shall notify the other Party in a timely manner.

#### 17.14. Headings

All headings herein and the table of contents are not to be considered in the construction or interpretation of any provision of the Agreement. The Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof. In the event of any apparent conflicts or inconsistencies between the provisions of the Master Agreement, the Exhibits, the Transaction Documents, the Schedules or other attachments to the Master Agreement and Transaction Documents, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of the Master Agreement shall prevail.

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Exhibit 2  
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Definitions

<TABLE>	
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Acquired Customer Hardware	means the equipment purchased by EDS from Equifax, if any, listed on Schedule U to each Transaction Document for such Transaction Document.
Action	means any legal proceeding initiated by one Party against the other Party whether in contract, tort, or any other form of action.
AD/M	means both Applications Development and Applications Maintenance.
AD/M Projects	means the Applications Development and Applications Maintenance performed during the Term through the production cutover date for the scheduled Projects and/or each New Service added during the Term requiring the performance of Applications Development and Applications Maintenance by EDS.
Affected Employees	means the individuals set forth on Schedule N to a Transaction Document.
Affiliates	means, with respect to a Party, any entity at any time Controlling, Controlled by or under common Control with such Party.
Agreement	means this Master Agreement for Operations Support Services Agreement and the forms of Exhibits and Schedules referenced herein and each Transaction Document referencing the Master Agreement for Operations Support Services and the Pricing Supplement and Schedules referenced therein.
Annual Adjustment	has the meaning set forth in Schedule J to each Transaction Document for such Transaction Document.
Annual Adjustment Factor	has the meaning set forth in Schedule J to each Transaction Document for such Transaction Document.
Applications Development	means the programming of any new applications software, and changes or enhancements to existing Applications Software. Programming effort shall include the pre and post development analysis, planning, design, coding, testing, installation, provision of a single set of program and training documentation per Applications Software program and training necessary to complete the task.
Applications Development Methodology	means the pre and post development analysis, planning, design, coding, testing, installation, provision of a single set of program and training documentation

per Application Software program and training necessary to complete the task.

Applications Maintenance

means defect identification and provision of fixes, and installation of those fixes and updates for the Applications Software provided by the Applications Software vendors as part of normal maintenance service for the Applications Software for which there is no charge by such vendors in addition to periodic maintenance charges (if any) and defect identification, provision of fixes and installation of those fixes and updates for Applications Software for which there is no generally commercially available maintenance support.

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Applications Software

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means those programs and programming, including all supporting documentation and media, that perform specific user related data processing, data management and telecommunications tasks, including updates, enhancements, modifications, releases and Derivative Works thereof. Applications Software as of the Commencement Date is listed in Schedule A to each Transaction Document for such Transaction Document, which Schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then-current Applications Software.

Applications Software -  
EDS

means the Applications Software listed on Schedule A to each Transaction Document for such Transaction Document under such heading, provided or to be provided by EDS.

Applications Software -  
Equifax

means the Applications Software listed on Schedule A to each Transaction Document for such Transaction Document under such heading, provided or to be provided by Equifax.

Authorized User

means an person or entity authorized by Equifax to use the Services, including without limitation the System.

Business and Operations  
Support Plan

means a written plan describing Equifax's Services requirements in support of Equifax Business.

Cable or Cabling

means the wires or cables that interconnect Machines and/or connect a Machine to a facility connection point.

Change Control Process

means a written process for controlling all changes to the activities, processes, and operations comprising the Services and to the Agreement (including the Transaction Documents).

Change of Control

means the transfer of the Control of a Party from the persons or persons who hold such control on the Effective Date to another person or persons, but shall not include a transfer of the Control of a Party to an Affiliate of such Party.

Change of Control Termination  
Charge

means the fee to be paid by Equifax upon a termination of a Transaction Document pursuant to Section 12.1(e) as set forth in Schedule J to each Transaction Document for such Transaction Document.

Change Request

means a written request to make a change to the Agreement (including the Transaction Document).

Change Request Form

means the written document supporting a Change Request and that describes the change, the rationale for the change, and the effect that the change will have, as described further in Section 6.3.

Claim

means any civil, criminal, administrative, or investigative action or proceeding commenced or threatened by a third party.

Code

means computer programming code, including source and object code.

Commencement Date

means the date set forth in each Transaction Document for the start of the Services covered by such Transaction Document.

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Company Information

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means collectively the Confidential Information and Trade Secrets of a Party. Company Information also includes information which has been disclosed to such Party by a third party, which Party is obligated to treat as confidential or secret.

Confidential Information

means with respect to a Party, any and all proprietary business information of the disclosing Party and/or of third parties in the possession of the disclosing Party treated as secret by the disclosing Party (that is, it is the subject of

efforts by the disclosing Party that are reasonable under the circumstances to maintain its secrecy) that does not constitute a Trade Secret (defined below), including, without limitation, any and all proprietary information in the possession of such disclosing Party of which the receiving Party becomes aware as a result of its access to and presence at the other Party's facilities.

Contract Year	means each twelve (12) calendar month period beginning January 1 of each calendar year during the Term.
Controlling, Controlled or Control	means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
Data Center	means the data center from which the Services are provided located in the Facilities as set forth in each Transaction Document.
Derivative Work	means a work based on one or more pre-existing works, including without limitation, a condensation, transformation, expansion or adaptation, which would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work.
Develop	means develop, create, modify or personalize.
Direct Damages	has the meaning given in Section 13.3.
Direct Damages Caps	has the meaning given in Section 13.1.
Disabling Code	means Code which could have the effect of disabling or otherwise shutting down one or more software programs or systems and/or hardware or hardware systems.
Disaster Recovery Services	means the Disaster Recovery services described in Schedule G to each Transaction Document for such Transaction Document.
EDS Code	means Code Developed by EDS and/or its subcontractors but not as part of the Services, but used to provide the Services, which code does not constitute a Derivative Work of any software owned by the Equifax Group, EDS or their respective Affiliates, contractors or subcontractors.
EDS Derivative Code	means Code Developed by EDS and/or its subcontractors which constitutes Derivative Works of software for which the copyright is owned by EDS, its Affiliates or its subcontractors.
EDS Indemnitee	means EDS and its Affiliates that are a party to a Transaction Document and their respective officers, directors, employees, agents, successors, and assigns.

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EDS Interfaces

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means Code and/or literary works of authorship created by EDS and/or its subcontractors but not as part of the Services, but used to provide the Services, and interface or describe and instruct regarding the interface, between and among Applications Software and the Systems Software, which does not constitute a Derivative Work of any software or literary works of authorship owned by the Equifax Group, EDS, or their respective Affiliates, contractors or subcontractors, including without limitation, user manuals, charts, graphs and other written documentation, and machine-readable text and files.

EDS Machines

means the computer equipment, peripheral devices, storage media, Cabling, connectors, extenders and other equipment (however described) including without limitation, the Acquired Customer Hardware upon consummation of the sale of such hardware and any modems, routers and termination boxes for the Network located in the Facilities and other Equifax Group sites, including without limitation Data Center and at the Network Locations, used from time to time by EDS to perform and deliver the Services and fulfill its obligations under the Agreement. The EDS Machines as of the Commencement Date are listed on Schedule D to each Transaction Document for such Transaction Document, which Schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then-current EDS Machines.

EDS Software

means the Applications Software-EDS, Systems Software-EDS and any and all other computer software specifically identified during the term of each Transaction Document in each such Transaction Document as being provided for Equifax's use in connection with the Services.

EDS Works

means literary works of authorship (other than Code) Developed by EDS, its Affiliates and/or its subcontractors but not as part of the Services, but used to provide the Services, including without limitation user manuals, charts, graphs and other written documentation and machine-readable text and files.

Effective Date

means the date set forth on the initial page of the Master Agreement.

End User Machines	means all work stations, terminals, printers, fax machines, and associated peripheral equipment used by end users and described in a Schedule to each Transaction Document for such Transaction Document, whether stationary or mobile equipment used by end users, but does not include the work stations being used by EDS personnel in connection with the scheduled Projects or the Equifax Provided Hardware located in the Equifax data center.
Equifax Business	means the businesses engaged in by the Equifax Group.
Equifax Code	means Code Developed by EDS and/or its subcontractors independently or jointly with the Equifax Group and/or their contractors, as part of the Services.
Equifax Derivative Code	means Developed Code which constitutes Derivative Work of software for which the copyright is owned by the Equifax Group and/or their contractors, excluding EDS.
Equifax Group	means individually and collectively Equifax and its existing and future Affiliates that are using and/or receiving any portion of the Services.
Equifax Indemnitee	means each member of the Equifax Group and its respective officers, directors, employees, agents, successors, contractors, and assigns.

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Equifax In-Scope Operations	means all functions, responsibilities, tasks and activities that are described in the Agreement and each Transaction Document (including the Schedules thereto) that are currently performed by and/or are to be performed by EDS, including, without limitation, those performed for the Equifax Group by the Affected Employees under each Transaction Document before they entered the employ of EDS.
Equifax Provided Hardware	means the computer equipment peripheral devices, storage media, Cabling, connectors, the Data Network, the LAN, telephone equipment and other equipment (however described) provided from time to time by the Equifax Group for use by EDS to perform and deliver the Services and fulfill its obligations under the Agreement. The Equifax Provided Hardware as of the Commencement Date is listed on and/or referred to in Schedule C to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then-current Equifax Provided Hardware.
Equifax Provided Office Furnishings	means the desks, chairs, filing cabinets, office cube partitions and other office furniture (however, described) provided from time to time by the Equifax Group for use by EDS to perform and deliver the Services and fulfill its obligations under the Agreement. The Equifax Provided Office Furnishings as of the Commencement Date are listed on and/or referred to in a Schedule to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then-current Equifax Provided Office Furnishings.
Equifax Server Configurations	shall have the meaning given in a Schedule to each Transaction Document for such Transaction Document.
Equifax Software	means Applications Software-Equifax, Systems Software-Equifax and any and all other computer software specifically identified during the term of each Transaction Document in each such Transaction Document as being provided for EDS' use in connection with the Services.
Equifax Works	means literary works of authorship (other than Code) Developed by EDS and/or its subcontractors independently or jointly with the Equifax Group and/or its contractors, as part of the Services, including without limitation user manuals, charts, graphs and other written documentation, and machine-readable text and files.
Execution Date	means the date of execution of a Transaction Document as set forth on the initial page thereof.
Extension Period	means a period of up to one (1) year for which the Services and/or Services Transfer Assistance may be extended as described in Section 1.4.
Facilities	has the meaning given in Schedule E to each Transaction Document for such Transaction Document.

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Force Majeure Event	means, individually, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the
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United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of such Party, other than strikes, lockouts, or labor difficulties initiated by such Party's or its subcontractor's employees; and provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work-around plans or other means.

Help Desk means the EDS help desk which is staffed by EDS to provide support to Equifax as described in Schedule E to each Transaction Document for such Transaction Document.

Indemnified Party means the Party having a right to be indemnified by the other Party under Sections 14.1 and 14.2.

Indemnifying Party means the Party that is obligated to provide indemnification under Sections 14.1 and 14.2.

Installations, Moves, Adds and Changes (IMACs) means the installation of circuits, network hardware and software and network end-user equipment at any Authorized User location, including testing to ensure network connectivity and proper operation. "Move" means the physical disconnection of network equipment and services and, in some cases, the relocation to another site. In most cases, this activity is coordinated with outside vendors, such as telephone company representatives, to ensure that all necessary components of the network are properly moved, and if appropriate reinstalled. Recording of assets by decal and serial number is critical to the integrity of the move. "Add" means the process of adding, expanding and possibly reconfiguring network systems. This may involve circuits, circuit speeds or network equipment. In some cases, network software would be affected. After the process is complete, testing occurs to ensure that the final system is fully operational. "Change" means the process of altering an existing network system or environment and could include network software upgrades and system or technology enhancements. The change could be implemented by IBM or a third-party vendor, with testing occurring after the change to ensure network and systems integrity.

Integrated Planning Team means a group of representatives designated by each Party to conduct the activities described in Sections 6.1 and 16.1.

Key Positions means the positions within the EDS account team under each Transaction Document, listed on Schedule T to each Transaction Document.

LAN Software - EDS means the LAN Software listed on Schedule A under such heading, provided or to be provided by EDS.

LAN Software - Equifax means the LAN Software listed on Schedule A to each Transaction Document for such Transaction Document under such heading, provided or to be provided by Equifax.

Level One Support has the meaning given in a Schedule to each Transaction Document for such Transaction Document.

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Level Three Support has the meaning given in a Schedule to each Transaction Document for such Transaction Document.

Level Two Support has the meaning given in a Schedule to each Transaction Document for such Transaction Document.

Listed Subcontractors means EDS subcontractors approved by the Parties for engagement to provide a portion of the Services under a Transaction Document.

Local Area Network (LAN) means all communications facilities and components that are used to transmit voice, image and data signals within a local area network and which initially consist of the communications facilities and components in use by Equifax immediately prior to the Commencement Date to provide local area network communications facilities to the Equifax Group as described in Schedule I to each Transaction Document for such Transaction Document, including without limitation the associated attachments, peripherals, features, software and accessories, communications lines and Cabling, including the wiring systems, at the locations specified in such Schedule.

Losses means all losses, liabilities, damages, penalties and claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related costs, expenses and other charges (including all reasonable attorneys' fees and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties).

Machines	means the EDS Machines and Equifax Provided Hardware.
Maintenance Release	means those Software fixes and updates provided by the Software vendors as part of normal maintenance service for the Software for which there is no charge by such vendors in addition to periodic maintenance charges, if any.
Materials	means the Equifax Code, the Equifax Derivative Code, the Equifax Works, the EDS Code, the EDS Derivative Code, the EDS Works and the EDS Interfaces.
Minimum Service Levels	means the minimum level of performance of the Services by EDS, performance below which will trigger the Service Credit and other mechanisms described in Schedule O to each Transaction Document for such Transaction Document.
Monthly Charges	has the meaning given in Schedule J to each Transaction Document for such Transaction Document.
Network	means the Data Network.
Network Locations	has the meaning given in Schedule I to each Transaction Document for such Transaction Document.
Network Vendors	means any third parties providing information communication services to Equifax which are accessed or will be accessed through the Network.
New Services	means an additional function, responsibility or task under any Transaction Document that requires resources for which there is no current Resource Unit Baseline or charging methodology under such Transaction Document; that is, such function, responsibility, or task is not included in the Monthly Charges and is not charged separately under another methodology other than the New Services provision at Section 3.13.

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<S> Norm	<C> has the meaning given in Section 9.8(b).
Notice	means a request to submit a dispute to the Integrated Planning Team as described in Section 16.1(a).
Parties	means EDS and Equifax as detailed on the initial page of the Agreement.
Party	means EDS or Equifax as detailed on the initial page of the Agreement.
[*]	[*]
Performance Standards	means the service levels and performance responsibilities under which the Services will be provided. The Performance Standards are described in Schedule O to each Transaction Document for such Transaction Document.
Performance Value	has the meaning given in Section 9.8(d).
Poll	means to connect the Facilities to the other Equifax Group sites to retrieve data, perform downloads/updates and/or execute remote diagnostics.
Project Executive	means the individual designated by each Party as having overall management responsibility for the appointing Party's performance of the Agreement.
Project Manager	means the individual designated by each Party as having primary management responsibility for the appointing Party's performance under a Transaction Document.
Project(s)	means the portion of the Services described in Schedule M to each Transaction Document.
Required Consents	means any consents or approvals required to be obtained (a) to allow EDS to assume financial and/or support, operational, management and administrative responsibility for the Equifax Software, the Equifax Provided Hardware and the Equifax Provided Office Furnishings in connection with the Services; (b) for the licensing, transfer and/or grant of the right to the Equifax Group to use the EDS Software and EDS Machines as contemplated by the Agreement; and (c) for the Equifax Group and EDS to have access to and use of the space, equipment, software and/or third party services provided under the Third Party Agreements in connection with the Services as contemplated by the Agreement.
Resource Unit	has the meaning given in Schedule J to each Transaction Document for such Transaction Document.
Resource Unit Baseline	means the baseline amount of certain resources utilized in providing the Services as described in Schedule J to each Transaction Document for such Transaction Document.

Service Credits means the amounts set forth in a Schedule to each Transaction Document to be credited to Equifax for EDS's failure to provide the Services in accordance with the Minimum Service Levels.

Service Employees means EDS employees performing Services under the Agreement.  
</TABLE>

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

50

<TABLE>  
<CAPTION>

<S> <C>  
Services means (i) the migration of the Equifax In-Scope Operations from the Equifax Group to EDS pursuant to each Transaction Document, (ii) the performance of the Equifax In-Scope Operations in accordance with each Transaction Document including the Schedules thereto, (iii) the performance of the Equifax In-Scope Operations, including the functions, responsibilities, activities and tasks comprising the Equifax In-Scope Operations, as they may evolve and be supplemented and enhanced during the Term, and (iv) the providing transfer assistance to migrate the Equifax In-Scope Operations from EDS to Equifax or a third party services provider designated by Equifax.

Services Transfer Assistance means assistance to transfer the Services from EDS to Equifax or its designee as described in Section 12.5.

Similarly Situated Customers means EDS's customers with substantially the same mix and type of processing applications and systems resources utilization at similar or lesser volumes.

Software means EDS Software and Equifax Software.

Software Maintenance means defect identification and fixes, and installation of those fixes and updates provided by software vendors as part of normal maintenance service for the Software including, without limitation, regulatory/statutory changes and version upgrades to Software.

System means the Machines, Software and Network provided under each Transaction Document and the operating environment therefore.

Systems Software means those programs and programming (including all supporting documentation and media) that perform tasks related to the functioning of the data processing, and telecommunication equipment which is used to operate the Applications Software or otherwise to support the provision of the Services by EDS under each Transaction Document, whether or not licensed to EDS. Systems Software includes, but is not limited to, operating systems, software utilities, data security software, data network software, communications monitors and data base managers. Systems Software as of the Commencement Date is listed in Schedule B to each Transaction Document for such Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then current Systems Software.

Systems Software-EDS means Systems Software listed in Schedule B to each Transaction Document for such Transaction Document under the heading "Systems Software-EDS", provided or to be provided by EDS.

Systems Software-Equifax means the systems software and general purpose software such as the database creation and management software, utility software and applications development tools software listed in Schedule B to each Transaction Document for such Transaction Document under such heading provided or to be provided by Equifax.

Term means the ten year period described in Section 1.3 and any extension and renewal term described therein.

[\*] [\*]  
</TABLE>

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

51

<TABLE>  
<CAPTION>

<S> <C>  
Third Party Agreements means those contractual, leasing and licensing arrangements for which EDS has undertaken financial, management and/or administrative responsibility and pursuant to which a member of the Equifax Group receives any third party products, software and/or services in connection with the provision of the Services. Third Party Agreements to which one or more members of the Equifax Group is a party are listed on Schedule F to each Transaction Document for such

Transaction Document, which schedule shall be updated pursuant to Section 8.1 during the term of each Transaction Document to reflect the then-current Third Party Agreements.

Third Party Provider	means a business or entity other than a member of the Equifax Group or EDS that provides products, software and/or services under a Third Party Agreement, in support of the provision of the Services by EDS.
Trade Secrets	mean with respect to a Party, information related to the services and/or business of the disclosing Party and/or of a third party which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party that are reasonable under the circumstances to maintain its secrecy, including without limitation (i) marking any information clearly and conspicuously with a legend identifying its confidential or proprietary nature; (ii) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or (iii) otherwise, treating such information as confidential or secret. Assuming the criteria in sections (a) and (b) above are met, Trade Secrets include, but are not limited to, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, designs, programs, financial plans, product plans, and lists of actual or potential Equifax's customers and suppliers.
Transaction Document	means each document executed by EDS with Equifax pursuant to the Master Agreement, providing for the performance and delivery of a portion of the Services to a specific site or group of sites. The Schedules to each such document are listed in Exhibit 3.
Transition Period	means the mutually agreed period of time set forth in a Transition Plan.
Transition Personnel	means the personnel (or portions of time of the personnel) set forth in the Transition Plan.
Transition Plan	means a written plan setting forth the activities to be conducted by EDS during the transition of personnel and/or operations responsibilities as more fully described in Section 5.1(a).
Unit Rates	has the meaning set forth in Schedule J to each Transaction Document for such Transaction Document.
Version	means those Software updates that generally add function to the existing Software and may be provided by the Software vendors at a fee over and above the standard software maintenance costs.

</TABLE>

52

<TABLE>  
<CAPTION>

<S>

Virus or Viruses

<C>

means computer instructions (i) that adversely affect the operation, security or integrity of a computing, telecommunications or other digital operating or processing system or environment, including without limitation, other programs, data, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (ii) that without functional purpose, self-replicate written manual intervention; or (iii) that purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources.

Wind-Down Expenses

means the net amount, after EDS takes commercially reasonable action to mitigate the adverse financial impact on EDS, that will reimburse EDS for the actual reasonable costs that EDS incurs in the disposition and/or reallocation of EDS Machines, EDS Software and the portion of the Facilities dedicated to the performance of the Services, the placement of EDS personnel allocated to the delivery of the Services, and the termination, if appropriate, of the Third Party Agreements, in the event of a termination occurring prior to the expiration of the Term or the term of any Transaction Document; provided, however, Equifax shall have the right to mitigate such costs by purchase of, or assumption of the leases for, the EDS Machines, assumption of the licenses and maintenance agreements for the EDS Software, hiring the EDS personnel and assuming Third Party Agreements used by EDS to perform and deliver the Services and taking similar actions.

</TABLE>

53

Exhibit 3

-----

List of Schedules to each Transaction Document

-----

<TABLE> <CAPTION> Schedule <S> A B C D E F G H I J K L M N O P Q R S T U </TABLE>	Title <C> "Applications Software" - "Applications Software - Equifax" - "Applications Software - EDS" "Systems Software" - "Systems Software - Equifax" - "Systems Software - EDS" "Equifax Provided Hardware" "EDS Machines" "Services, Location of Facilities, and Operational and Financial Responsibilities" "Leases, Licenses and Other Third Party Agreements" "Disaster Recovery" "Transition Plan" "Network Locations" "Pricing Supplement and Charging Methodologies" "Applications Installation Standards" (Operating Environment IT Standards) "Security Procedures and Responsibilities - Data and Physical" "Projects" "Affected Employees" "Service Levels and Service Credits" "Deviations From Terms of the Master Agreement" "Year 2000" "Services Transfer Assistance" "Equifax Provided Office Furnishings and Facilities" "Key Positions" "Acquired Customer Hardware"
--	--

Exhibit 4  
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Integrated Planning Team Charter and Operating Procedures

Mission

The Integrated Planning Team ("IPT") will manage the Equifax/EDS relationship for the Services as set forth in Section 6 of the Master Agreement and this

Exhibit 4. The focus of this group is the coordination and communication of activities under the Master Agreement (not day-to-day operations). The IPT will be the focal point for interpretation, consultation and recommendations of the Master Agreement for both Equifax and EDS globally.

Scope

Coordination of

- . Master Agreement
- . Software purchases
- . Non-standard service/product requests

Maintain a schedule of all changes for Equifax

- . Retain copy of capacity projections by site and device
- . Retain capacity actuals monthly, by site and device
- . Retain copy of hardware and software inventory

Check and Balance

- . Hardware and software inventory
- . I/T resource

Reporting to data center CIOs, data center managers and business unit interfaces

- . Capacity projections
- . Hardware projections
- . Requests for Service (RFS) status
- . Rollup of businesses plans and budges

Deliverables

- . Recommendations on where applications run, globally
- . Quarterly: rollup of capacity actuals and projections
- . Summary of requirements and projections

Team Members

The IPT will be comprised of two groups, each with Equifax and EDS members. The first group will be a full-time team with operational responsibility to carry out the mission and scope of the IPT. The second will be an advisory group consisting of Equifax and EDS data center managers from each unit. This group will provide policy and priority direction to the operational team.

. Operational Group

\_\_ total full-time staff (\_\_ Equifax and \_\_\_ EDS) to be assigned by the chair Person for each of Equifax and EDS

<TABLE>  
<CAPTION>

Function/Role	Equifax	EDS
Sponsor (Chair person)	Senior VP	Senior PE
<S> Administrative Assistant	<C>	<C>
Technical Consultants:		
Mainframe		
Network		
Financial Consultant		
Contract Specialist		
Capacity Planner		
Functional Manager		

</TABLE>

. Advisory group

Equifax and EDS data center managers representing each Equifax unit. If this advisory group were in place today the organization member grid would be:

<TABLE>  
<CAPTION>

Function/Role	Equifax	EDS
Chair person	Senior VP	Senior PE
<S> Data Center Managers	<C>	<C>

</TABLE>

Staff Job Functions

Administrative Assistant

This AA will provide administrative support for the team. This includes document processing, calendar/meeting management and travel planning support.

Technical Consultant - Mainframe

This consultant is responsible for all technical aspects of the agreement as it relates to the Mainframe environment. This includes capacity status, capacity projections, hardware and software inventory and

requests for services recommendations.

Technical Consultant - Network

This consultant is responsible for all technical aspects of the agreement as it relates to the Network environment. This includes capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Financial Consultant

This consultant is responsible for analysis of business plans and budgets for future or additional requirements.

Contract Specialist

This function would be responsible for agreement content understanding and interpretation.

Capacity Planning Consultant

This consultant is responsible for maintaining, reporting and analysis of monthly global capacity status and projections for current and future operations.

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Functional Manager

Overall department and personnel management of the Integrated Planning Team.

Critical Success Factors

Proper Staffing

To be able to handle the workload the staffing levels must be maintained. The Contracts Administrator and Administrative Assistant are critical functions that allow the technical consultants to work on the issues that result in meeting our mission objectives.

Technology Consultants

The Technology Consultants must be full time members of the team. The Technology Consultants cannot have operational responsibilities. For the team to be successful, the Technology Consultants must be focused on capacity status, capacity projections, hardware and software inventory and requests for services recommendations.

Funding

For this team to be successful, it must be funded. This critical function be fully funded for personnel, space, equipment, travel and training.

Executive Sponsorship

This team has to have the active, on-going sponsorship of Equifax and EDS executives (Equifax Senior VP and EDS Senior PE) to maintain the focus on this organizations mission.

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## Equifax/EDS

## Master Agreement for Operations Support Services

## Transaction Document #1

## 1.0 Introduction

This document ("Transaction Document") and its Schedules set forth the Services and pricing for Equifax's Mainframe, Network, MicroLan and Help Desk operations principally located in and around St. Petersburg, Florida. This Transaction Document, effective May 11, 1999 (the "Execution Date"), is made by Equifax Payment Services, Inc. ("Equifax") and Electronic Data Systems Corporation ("EDS"). The Parties agree that the Services will be provided under the terms and conditions of the Master Agreement for Operations Support Services dated May 11, 1999, between Equifax and EDS ("Master Agreement"), this Transaction Document and Schedules A through U hereto. Terms and conditions that are

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 specific to this Transaction Document are set forth in Section 4.0 below. Any  
 -----  
 terms and conditions that deviate from or are in conflict with the Master  
 Agreement are set forth in Schedule P hereto entitled "Deviations from Terms of

-----  
 the Master Agreement." In the event of a conflict between the provisions of  
 this Transaction Document and the Master Agreement, the provisions of the Master  
 Agreement shall be controlling except for the conflicting provisions set forth  
 in Schedule P hereto, which will control over the provisions of the Master  
 -----  
 Agreement.

## 2.0 Definitions

Terms capitalized herein but not defined herein shall have the meaning set forth in the Master Agreement and the Schedules attached hereto. Terms capitalized and defined herein shall have the meaning set forth herein.

- a. Commencement Date has the meaning set forth in Section 4.1 hereof.  
 -----
- b. Execution Date has the meaning set forth in Section 1.0 hereof.  
 -----
- c. Master Agreement has the meaning set forth in Section 1.0 hereof.  
 -----
- d. Services has the meaning set forth in Section 3.0 hereof.  
 -----
- e. Transaction Document has the meaning set forth in Section 1.0 hereof.  
 -----
- f. Data Center means the Equifax Data Center and the EDSSMC.
- g. Disaster Recovery Plan has the meaning set forth in Schedule G to this  
 -----  
 Transaction Document.
- h. EDSSMC means the Service Management Center of EDS.
- i. Equifax Data Center means the Equifax data center located at Equifax's St. Petersburg, Florida facility.
- j. Excusable Downtime has the meaning set forth in Schedule O to this  
 -----  
 Transaction Document.
- k. Key Positions means the EDS account team positions listed on Schedule U to  
 -----  
 this Transaction Document from time to time initially comprised of the EDS Account Manager, the EDS Account Operations Manager, the EDS Technical Infrastructure Manager, the EDS Quality Assurance and Testing Manager and the EDS Applications Support Manager.
- l. Procedures Manual has the meaning set forth in Section 4.8 hereof.  
 -----
- m. SLC/SC has the meaning set forth in Section 4.7 hereof.  
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n. Scheduled Downtime has the meaning given in Schedule O.

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- o. Year 2000 Compliant means that the hardware, software or firmware product provided by a Party under this Transaction Document shall, at all times before during and after January 1, 2000, accurately process and handle date and time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations to the extent that other information technology used in combination with such hardware, software or firmware properly exchange date/time data with it.
- p. Year 2000 Readiness means that a hardware, software or firmware product has been tested by a Party and/or the vendor of such hardware, software or firmware product and that such product, as of the date of such year 2000 test, operates without substantial interruption attributable to the introduction of date and time related data.

### 3.0 Services, Charges and Credits

#### 3.1 Services

EDS will provide to Equifax the Services for the following Towers:

- . Mainframe
- . Network
- . MicroLan
- . Help Desk

The scope and composition of the Services and the responsibilities of the Parties with respect to the Services, including without limitation, each Tower, are detailed in the Master Agreement, this Transaction Document, and Schedules A

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through U for each Tower attached hereto.

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Any existing and future Projects under this Transaction Document for which any third party will be responsible will be described in Schedule M. Schedule M

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shall include, but not be limited to, project management, design, testing, documentation, implementation and training responsibilities for each Project.

The Schedules listed in the "Table of Attachments" are categorized as either

2

"Standard Schedules" or "Schedules Configured for Each Tower." Each "Standard Schedule" will be applicable to all Towers under this Transaction Document, and a separate Schedule for each of the "Schedules Configured for Each Tower" will be prepared for each Tower.

#### 3.2 Charges and Credits

Schedule J hereto entitled "Pricing and Charging Methodologies," sets forth the

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pricing and charging methodologies for the Services including, without limitation, the Baselines of Resource Units to be provided to Equifax hereunder, the Monthly Charges, Termination Charges, Change of Control Termination Charges, and charges and credits for additional and reduced resources. Further, Schedule

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J and Schedule O hereto entitled "Service Levels and Service Credits" set forth

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certain credits to Equifax and/or charges to EDS.

#### 4.0 Transaction Specific Terms

The terms and conditions in this Section 4 are in addition to the terms and

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conditions set forth in the Master Agreement and are specific to the Services arrangement described in this Transaction Document. The terms and conditions in this Section 4 are not intended to conflict with or deviate from any of the

-----

terms and conditions in the Master Agreement.

##### 4.1 Term/Commencement Date

- a. The term of this Transaction Document shall begin July 1, 1999 and end at midnight on July 1, 2009, subject to Section 12 of the Master Agreement.

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For purposes of this Transaction Document, the Commencement Date shall mean July 1, 1999.

- b. Equifax may terminate any Tower under this Transaction Document subject to payment of the applicable Termination Charge for such Tower specified in

Schedule J to this Transaction Document. No such termination shall relieve

-----  
either Party of its obligations under the Agreement with respect to the Towers that are not terminated, including but not limited to, the Parties' obligations under Schedule E and Schedule J hereto. Notwithstanding the

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foregoing, the Parties agree that any termination of the Mainframe Tower shall constitute a termination of this Transaction Document.

#### 4.2 Limitation of Liability

Subject to the terms of the Master Agreement (including without limitation

Section 13.2), the liability of EDS to Equifax arising out of or resulting from

-----  
the performance or non-performance by EDS and its subcontractors of the Services and its obligations under this Transaction Document shall be limited to "Direct Damages" incurred by Equifax in the aggregate for all events which are the subject matter of claims or causes of action to [\*].

#### 4.3 Technology Refresh

3

\* Information omitted pursuant to Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

EDS will refresh (including, without limitation, upgrade, replace, augment, enhance, etc.) the hardware, software and other elements that comprise the System and the facilities used by EDS to provide the Services, at a level and with a frequency that will enable EDS at all times to perform and provide the Services in accordance with the Agreement.

#### 4.4 Equipment Purchase Transaction

On the Commencement Date, Equifax shall sell to EDS, and EDS shall purchase from Equifax, the "Acquired Customer Hardware" set forth on Schedule U hereto for a

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purchase price equal to the net book value of such Acquired Customer Hardware on the Commencement Date. The purchase price shall be paid in full at the time of the sale and purchase, and Equifax shall provide to EDS a bill of sale evidencing such sale.

#### 4.5 Migration to EDSSMC

EDS shall use the Equifax Data Center for a period to last no longer than July 31, 2001, for the purpose of providing the Services under this Transaction Document to Equifax. EDS will not use the Equifax Data Center, the Acquired Customer Hardware, the Equifax Provided Hardware or Equifax Software to provide any services for or to other EDS customers; provided however, this restriction will not apply to the Acquired Customer Hardware after EDS migrates the data center operations that comprise a part of the Services from the Equifax Data Center to the EDSSMC as described in this Section 4.5. EDS will migrate the

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data center operations that comprise a part of the Services from the Equifax Data Center to the EDSSMC as soon as reasonably practicable, but in no event earlier than April 30, 2000 or later than July 31, 2001 or as otherwise agreed by the Parties. Except as expressly set forth herein or to the extent required by a Force Majeure Event or other event causing the Disaster Recovery services described in Schedule G to be provided by EDS to Equifax, EDS will not relocate

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the Data Center without the prior written consent of Equifax. In the event that EDS decides to provide the Services from a data center other than the EDSSMC or the Equifax Data Center, Equifax shall continue to be responsible only for the charges set forth in the Master Agreement, this Transaction Document and the Schedules hereto and EDS shall be responsible for added costs, if any, due to the provision of Services from such data center.

#### 4.6 Compliance With Law

a. EDS, in providing the goods and/or Services hereunder, expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations which are applicable to its performance under this Transaction Document, including but not limited to:

1. the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.),
2. the Civil Rights Act of 1866, 42 U.S.C. Section 1981, as amended,
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000(e) et seq., as amended,

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4. Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621 et seq., and
  5. the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.
- b. EDS agrees that it will not knowingly assign any individual to perform work under this Transaction Document who is an unauthorized alien under the Immigration Reform and Control Act of 1986 or it implementing regulations. In the event any employee of EDS working under this Transaction Document is discovered to be an unauthorized alien, EDS will immediately remove that individual and replace that individual with one who is not an unauthorized alien. EDS shall indemnify and hold Equifax, its parent, subsidiary and affiliated companies harmless from and against any and all liabilities, damages, losses or expenses (including attorneys' fees) arising out of any breach by EDS of this Section.

#### 4.7 Systems Controls

EDS and Equifax will jointly review the EDS System Life Cycle (SLC) procedures used by EDS and the System Control (SC) procedures used by Equifax, and EDS will adopt with the approval of Equifax the more appropriate and effective elements of the two methodologies as the standard set of disciplines for managing the information systems used to provide the Services. This methodology will be applied to all the Services provided under this Transaction Document and shall be implemented as appropriate to the individual elements of the Service being provided and shall be included in the Procedures Manual.

#### 4.8 Procedures Manual

In addition to the procedures required by Section 4.7 above, EDS and Equifax  
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will jointly develop and EDS shall prepare, within one hundred and eighty (180) days from the Execution Date, a "Procedures Manual" approved by Equifax that will govern the performance of each element of the Services and that will establish appropriate operating procedures including, without limitation, escalation and problem resolution procedures for the Services. During the term of this Transaction Document, the Parties may incorporate New Services into the Services provided pursuant to this Transaction Document and will amend the Procedures Manual in writing accordingly. EDS shall perform all Services in accordance with the Procedures Manual and the Agreement.

#### 4.9 Geographic Scope

The Machines and Software provided by EDS under this Transaction Document are for use within the United States.

The Machines and Software provided by Equifax under this Transaction Document are for use within the United States.

#### 4.10 Benchmark Study Performance Value

Pursuant to Section 9.8 of the Master Agreement, the Performance Value for each  
-----  
of the Mainframe Tower, the Network Tower, the Help Desk Tower and the

5

MicroLan Tower is [\*] as indicated by the NOW Index established by the Gartner Group as part of its benchmark study methodology. The Parties will retain the Gartner Group or such other mutually agreed benchmarking firm to conduct a benchmark study of each of the Towers that will be completed by October 1 of the year immediately preceding [\*], in accordance with Section 9.8 of the Master

-----  
Agreement. In the event that a different group and/or benchmark study methodology is used to conduct the Benchmark Study of the Services described in Section 9.8 of the Master Agreement, the Parties will normalize the Performance

-----  
Value to account for the differences between the Gartner Group's NOW Index benchmark study methodology and such different group methodology. The adjustment, if any, to the charges to Equifax for the Services or any subset of the Services (e.g., a Tower) as a result of a benchmark study shall be effective as of January 1 of [\*], as applicable.

Table of Attachments

<TABLE>  
<CAPTION>

Schedule	Schedule Title	Schedules Configured for Each Tower	Standard Schedules	Applicability
<S>	<C>	<C>	<C>	<C>
A	Applications Software	X		Each Tower
B	Systems Software	X		Each Tower

C	Equifax Provided Hardware	X		Blank
D	EDS Machines	X		Each Tower
E	Services, Measures of Utilization and Operational and Financial Responsibilities	X		Each Tower
F	Leases, Licenses and other Contracts	X		Each Tower
G	Disaster Recovery Services	X		Each Tower
H	Transition Plan	X		Blank
I	Network Locations	X		Blank
J	Pricing and Charging Methodologies		X	Common
K	Applications Installation Standards (Operating Environment IT Standards)	X		Each Tower
L	Security Procedures and Responsibilities - Data and Physical	X		Each Tower
M	Projects	X		Blank
N	Affected Employees		X	Common
O	Service Levels and Service Credits	X		Each Tower

</TABLE>

6

\* Information omitted pursuant to Request for Confidential Treatment under Rule 405 of the Securities Act of 1933.

<TABLE>

<CAPTION>

<S>	<C>	<C>	<C>	<C>
P	Deviations from Terms of Master Agreement		X	Common
Q	Year 2000		X	Common
R	Services Transfer Assistance		X	Common
S	Equifax Provided Office Furnishings and Facilities	X		Each Tower
T	Key Positions		X	Common
U	Acquired Customer Hardware		X	Common

</TABLE>

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TRANSACTION DOCUMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS TRANSACTION DOCUMENT, 2) ITS SCHEDULES, AND 3) THE MASTER AGREEMENT, INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

Accepted by:

Equifax Payment Services, Inc.

By: /s/ Illegible

-----  
Authorized Signature

Accepted by:

Electronic Data Systems Corporation

By: /s/ Illegible

-----  
Authorized Signature

-----  
Name (Type or Print)      Date

-----  
Name (Type or Print)      Date

7

Schedules omitted intentionally and will be provided upon request.

## HUMAN RESOURCES BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT

This HUMAN RESOURCES BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT (the "Agreement"), dated as of June 4, 1999, is made by and between PwCES LLC, a Delaware limited liability company with an office at 50 Hurt Plaza, Suite 1700, Atlanta, Georgia 30303 ("PwCES") and PricewaterhouseCoopers LLP, a Delaware limited liability partnership with an office at 1301 Avenue of the Americas, New York, NY 10019 ("PwC") on the one hand, and Equifax Inc., a Georgia corporation with an office at 1600 Peachtree Street, Atlanta, Georgia 30309 ("Equifax") on the other hand.

## RECITALS

WHEREAS, Equifax and PwCES desire to enter into an agreement for the provision and use of certain business process and support services, including business process design, improvement, operation, management and support, as well as related ancillary services;

WHEREAS, PwCES desires to provide to Equifax such business process and support services;

WHEREAS, Equifax desires to purchase from PwCES such business process and support services, under the terms and conditions set forth below; and

WHEREAS, the parties intend for PwCES to increase the efficiency and cost-effectiveness of such business process and support services, to improve the performance and delivery of such business process and support services and to identify and apply techniques, tools and technologies that would improve the provision of such business process and support services.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## ARTICLE 1. DEFINITIONS

The following terms, when used in this Agreement with initial capital letters, shall have the respective meanings set forth in this Article.

- 1.01 Account Executive. The term "Account Executive" means the individual appointed by each party to act (i) as the primary point of contact with the other party in dealing with each party's obligations under this Agreement and (ii) in the case of PwCES, as the executive in charge of overseeing the provision of the Services.
- 1.02 Additional Services. The term "Additional Services" means the tasks, functions and projects outside the scope of the Continuing Services that PwCES may provide to Equifax on terms to be mutually agreed upon and set forth in a Change Order.
- 1.03 Affiliate. The term "Affiliate" means, with respect to a party, any entity at any tier that controls, is controlled by, or is under common control with that party, and with respect to PwCES, any entity (whether or not incorporated) that carries on business under a name that includes all or part of the PricewaterhouseCoopers name or is otherwise within (or connected or associated with an entity within), or is a correspondent firm of, the worldwide network of PricewaterhouseCoopers firms. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.
- 1.04 Agreement. The term "Agreement" means this Human Resources Business Process and Support Services Agreement and all Exhibits attached hereto and incorporated herein by this reference.
- 1.05 Ancillary Services. The term "Ancillary Services" means the tasks, functions and projects that (i) are outside the scope of the Continuing Services, (ii) relate to the Services and affect PwCES's provision of Services (including, for example, services provided by a Third Party Provider whose relationship with Equifax is managed by PwCES pursuant to this Agreement) and (iii) may be provided to Equifax by PwCES on terms to be mutually agreed upon and set forth in a Change Order.
- 1.06 Assumptions. The term "Assumptions" means the circumstances, metrics, principles, financial data, standards, computer systems, platforms and general information disclosed by Equifax or used by PwCES as a basis

for determining the scope of Services, Service Levels and Charges, as set forth in Exhibit 16.

- 1.07 Base Charge. The term "Base Charge" means the amount PwCES shall charge to Equifax for the provision of Continuing Services at the Baseline levels, excluding any (i) Incremental Charge or Incremental Credit relating to such Services and (ii) Charges for Additional Services, Ancillary Services or Termination Services, as set forth in Exhibit 1.
- 1.08 Baseline. The term "Baseline" means the base amount of a Service to be provided by PwCES to Equifax with respect to the Continuing Services as set forth in Exhibit 1, excluding (i) any incremental Service generating Incremental Charges or Incremental Credits or (ii) Additional Services, Ancillary Services or Termination Services.
- 1.09 Change Control Procedure. The term "Change Control Procedure" means the procedure set forth in Section 3.10 for (i) increasing, decreasing or amending (a) a Service beyond the Threshold Limits, (b) a Service Level or (c) the Charges or (ii) adding Additional Services or Ancillary Services.
- 1.10 Change of Control. The term "Change of Control" with respect to a party means any (i) consolidation or merger of such party or any entity that possesses directly or indirectly the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting securities, by trust, management, agreement, contract or otherwise (each, a "Party Company") with or into another entity or entities (whether or not such Party Company is the surviving entity), excluding any such consolidation or merger with or into an Affiliate of such party, (ii) any sale or transfer by any Party Company of all or substantially all of its assets (excluding any such sale to an Affiliate), (iii) any sale, transfer or issuance or series of sales, transfers or issuances of shares or other equity interests of any Party Company by such Party Company or the equity holders thereof, as a result of which one equity holder, or a group of equity holders acting in concert, possess the voting power (under ordinary circumstances) to elect a majority of such Party Company's board of directors (or other equivalent managing group) or (iv) the bankruptcy, liquidation or dissolution of a Party Company. Notwithstanding the foregoing, no transaction of the type described in clauses (i), (ii) or (iii) of this Section shall constitute a Change of Control if, as of immediately following such transaction, the equity holders of a party that possess the voting power (under ordinary circumstances) to elect a majority of such party's board of directors (or other equivalent managing group) as of immediately prior to such transaction continue to own (directly or indirectly through one or more Party Companies) a sufficient amount of the outstanding capital stock or equity interests of each Party Company possessing the voting power (under ordinary circumstances) to elect a majority of such Party Company's board of directors (or other equivalent managing group).
- 1.11 Change Order. The term "Change Order" means a document (i) increasing, decreasing or amending (a) a Service beyond the Threshold Limits, (b) a Service Level or (c) the Charges or (ii) adding Additional Services or Ancillary Services, as executed pursuant to the Change Control Procedure, in substantially the form set forth in Exhibit 15.
- 1.12 Charges. The term "Charges" means, collectively, the (i) Base Charges, (ii) Incremental Charges, (iii) charges for Additional Services, Ancillary Services and Termination Services and (iv) any other charges provided under this Agreement, as set forth in Exhibit 1 and Change Orders.
- 1.13 Commencement Date. The term "Commencement Date" means the date on which PwCES begins to provide Services to Equifax or its Affiliates, as agreed upon by the parties, and as set forth in Exhibit 7. There may be a separate Commencement Date for each of Equifax or its Affiliates, for a particular Service or set of Services. Except where the context dictates otherwise, the Commencement Date shall be the applicable Commencement Date for Equifax or its Affiliates.
- 1.14 Continuing Services. The term "Continuing Services" means (i) a task, function or project or (ii) a set of related tasks, functions or projects, to be performed by PwCES on a continuing basis, as set forth in Exhibit 2, and tasks and functions not specifically described in Exhibit 2 that were being performed by a Transitioned Employee prior to the Commencement Date (and not by a Third Party Provider) and that are required for and are incidental and directly related to the proper performance of such Continuing Services.
- 1.15 Critical Service Level. The term "Critical Service Level" means any Service Level identified in Exhibit 2 or a Change Order as a Critical Service Level.

- 1.16 Dispute. The term "Dispute" means any dispute, controversy or claim, including, without limitation, situations or circumstances in which the parties are required to mutually agree on additions, deletions or changes to terms, conditions or Charges, arising out of, or relating to, this Agreement.
- 1.17 Dispute Resolution Process. The term "Dispute Resolution Process" means the process for resolving Disputes set forth in Articles 12 and 13.
- 1.18 Equifax. The term "Equifax" means Equifax Inc. and, unless context dictates otherwise, its Affiliates receiving Services under this Agreement. Exhibit 7 sets forth the list of the Affiliates of Equifax, the operations and the locations for which Services will be provided as of the Commencement Date.
- 1.19 Equifax Data. The term "Equifax Data" means (i) all data and information provided or submitted by Equifax in connection with the Services and (ii) all such data and information processed or stored, and/or then provided to Equifax, as part of the Services, including, without limitation, data contained in forms, reports and other similar documents provided by PwCES as part of the Services.
- 1.20 Equifax Selected Employees. The term "Equifax Selected Employees" means employees of Equifax to whom employment will be offered by PwCES as listed in Exhibit 6 and pursuant to the terms set forth in the Hiring Plan.
- 1.21 Equifax Software. The term "Equifax Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) owned or licensed by Equifax that will be used by PwCES in providing Services under this Agreement, as set forth in Exhibit 9.
- 1.22 Exhibit. The term "Exhibit" means an attachment to this Agreement as such attachment may be amended from time to time, each one of which is incorporated herein by this reference.
- 1.23 Hiring Plan. The term "Hiring Plan" means the plan, set forth in Exhibit 6, containing the terms and conditions by which PwCES will (i) offer employment to and hire Equifax Selected Employees and (ii) employ and compensate Transitioned Employees.
- 1.24 Impairment of Independence. The term "Impairment of Independence" means the occurrence or existence of any event or circumstance that PwCES or its Affiliates determines, in its sole but good faith judgment, that, as a result of the Services provided or to be provided under this Agreement, is inconsistent with (i) the obligations of PwCES or its Affiliates under the Code of Professional Ethics of the AICPA, (ii) any law, rule or regulation, or guideline or policy of any third party, applicable to PwCES or its Affiliates, including, without limitation, those of the Securities and Exchange Commission of the United States or (iii) guidelines and policies of PwCES or its Affiliates that relate to audit independence or otherwise interpret any such law, rule, regulation, guideline or policy.
- 1.25 Incremental Charge. The term "Incremental Charge" means, with respect to any particular Service, an increase, as set forth in Exhibit 1, to be applied on a monthly basis to the Base Charge as a result of the quantity of a particular Service exceeding the applicable Baseline, but within the Threshold Limits as provided in Section 3.05a.
- 1.26 Incremental Credit. The term "Incremental Credit" means, with respect to any particular Service, a decrease, as set forth in Exhibit 1, to be applied on a monthly basis, to the Base Charge as a result of the quantity of a particular Service falling below the applicable Baseline, but within the Threshold Limits as provided in Section 3.05a.
- 1.27 Inflation Adjustment Index. The term "Inflation Adjustment Index" means the inflation index set forth in Exhibit 1.
- 1.28 Information System. The term "Information System" means the information system described in Exhibit 3.
- 1.29 Information System Implementation Plan. The term "Information System Implementation Plan" means the implementation plan for the Information System, as set forth in Exhibit 3, that describes the milestones, estimated time line, responsibilities and processes for analysis, design, development and implementation of the Information System.
- 1.30 Initial Commencement Date. The term "Initial Commencement Date" means the first Commencement Date set forth in Exhibit 7.
- 1.31 Key Personnel. The term "Key Personnel" means those Equifax Selected Employees and contractors identified as such in Exhibit 6.

- 1.32 Key PwCES Employees. The term "Key PwCES Employees" means the PwCES employees set forth in Exhibit 6.
- 1.33 Operating Level Agreements. The term "Operating Level Agreement" means that level of service that Equifax shall provide in performing certain of its responsibilities upon which PwCES is reliant in providing Services, as set forth in Exhibit 10.
- 1.34 Performance Bonuses. The term "Performance Bonuses" means those bonuses to be given to PwCES as set forth in Exhibit 1.
- 1.35 Performance Credits. The term "Performance Credits" means those credits to be given to Equifax as set forth in Exhibit 1.
- 1.36 Pool of Resources. The term "Pool of Resources" means the number of full-time equivalents set forth in Exhibit 1.
- 1.37 PwCES. The term "PwCES" means PwCES LLC.
- 1.38 PwCES Products. The term "PwCES Products" means PwCES Software and any hardware, software or firmware that PwCES uses to provide the Services, except for any hardware, software or firmware that is a Transferred Asset, Equifax Software or the subject of a Transferred Agreement.
- 1.39 PwCES Software. The term "PwCES Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) or databases developed or owned by PwCES and used by PwCES in providing the Services, as set forth in Exhibit 8.
- 1.40 Service. The term "Service" means (i) a task, function or project or (ii) a set of related tasks, functions or projects to be performed by PwCES, as set forth in Exhibit 2, including Continuing Services, Additional Services, Ancillary Services and Termination Services.
- 1.41 Service Level. The term "Service Level" means, with respect to any Service, the minimum quality and level of service required for that Service, as set forth in Exhibit 2.
- 1.42 Services Oversight Committee. The term "Services Oversight Committee" means the committee, comprised of management personnel of both PwCES and Equifax assigned under the terms of Article 6 that shall be authorized and responsible for (i) generally overseeing the performance of this Agreement, (ii) making strategic and tactical decisions in respect of the establishment, budgeting and implementation of priorities and plans with respect to the Services and (iii) monitoring and resolving Disputes in accordance with Article 12.
- 1.43 Set of Exhibits. The term "Set of Exhibits" means a set of Exhibits entered into contemporaneously for a particular set of Services.
- 1.44 Termination Charge. The term "Termination Charge" means the charge payable by Equifax to PwCES as set forth in Exhibit 1.
- 1.45 Termination Provisions. The term "Termination Provisions" means those provisions relating to the termination of this Agreement, as set forth in Exhibit 11.
- 1.46 Termination Services. The term "Termination Services" means the tasks and functions PwCES is to perform in anticipation of and following the termination or expiration of this Agreement in order to achieve an orderly transfer of Services from PwCES to Equifax or to Equifax's designee, as set forth in Exhibit 11.
- 1.47 Territory. The term "Territory" means the geographic locations set forth in Exhibit 2.
- 1.48 Third Party Agreement. The term "Third Party Agreement" means an agreement set forth in Exhibit 19 pursuant to which a Third Party Provider provides services to Equifax.
- 1.49 Third Party Provider. The term "Third Party Provider" means any of Equifax's third party providers of services.
- 1.50 Third Party Software. The term "Third Party Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) or databases, along with their supporting documentation, that are used under a license by PwCES from a third party to provide the Services, as set forth in Exhibit 18.
- 1.51 Threshold Limit. The term "Threshold Limit" means, with respect to a Service, the maximum increase or decrease in the quantity of a Service provided to Equifax from the Baseline that PwCES shall undertake without the need for a Change Order, as set forth in Exhibit 1.
- 1.52 Transferred Agreements. The term "Transferred Agreements" means those

licenses of software and all other agreements between Equifax and a third party set forth in Exhibit 4 that Equifax is to assign to PwCES and that PwCES is to assume under this Agreement.

- 1.53 Transferred Assets. The term "Transferred Assets" means the equipment, furnishings and other assets set forth in Exhibit 4 to be transferred by Equifax to PwCES for the provision of the Services.
- 1.54 Transitioned Employees. The term "Transitioned Employees" means those Equifax Selected Employees who accept PwCES's offer of employment and are hired by PwCES, as set forth in Exhibit 6.
- 1.55 Transition Period. The term "Transition Period" means the period beginning on the Commencement Date and continuing as set forth in the Transition Plan.
- 1.56 Transition Plan. The term "Transition Plan" means the document setting forth anticipated time lines and general activities of each of PwCES and Equifax during the transition of the tasks, functions and projects addressed by the Services from Equifax to PwCES, as set forth in Exhibit 5.
- 1.57 WARN Act. The term "WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar foreign, state or local law, regulation or ordinance.

#### ARTICLE 2. TERM

This Agreement shall be effective as of the execution of this Agreement by both parties and shall continue until the tenth (10th) anniversary of the Initial Commencement Date, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for two (2) year periods under the then-current terms and conditions, unless either party shall have provided written notice to the other party at least one (1) year before the expiration of the then-current term of its intention not to renew.

#### ARTICLE 3. SERVICES

- 3.01 In General.
- a. Subject to Section 3.01b, PwCES shall be the exclusive provider in the Territory to Equifax and its Affiliates of Equifax's and its Affiliates' requirements for the services described as Continuing Services in Exhibit 2 for a particular Set of Exhibits. In addition, subject to Section 3.01b, for a particular Set of Exhibits, PwCES shall be the exclusive third party provider of such services for the requirements of any entity that becomes an Affiliate of Equifax in the Territory after the Initial Commencement Date (except to the extent such Affiliate was under contract (including any extensions thereof) with a third party with respect to such services prior to the date such entity became an Affiliate of Equifax), provided (i) PwCES is in substantial compliance with the Service Levels at the time such entity becomes an Affiliate of Equifax and (ii) that the transition of such services to PwCES is commercially reasonable and feasible for Equifax and such Affiliate. Subject to Section 3.01b, if the parties are unable to agree upon the pricing and other terms and conditions regarding the provision of Services to such Affiliate of Equifax, such Affiliate of Equifax may seek to negotiate with another service provider; provided, however, PwCES shall have a right of first refusal with respect to the offer made by such other service provider.
- b. Notwithstanding any other provision of this Agreement, PwCES's right to be the exclusive provider or third party provider for services described in Exhibit 2 as Continuing Services as provided in Section 3.01a, and PwCES's right of first refusal as specified in Section 3.01a, shall be applicable only to such services related to the first Set of Exhibits (Human Resource functions) hereunder, unless Exhibit 2 of a subsequent Set of Exhibits for other such services specifically provides that PwCES is the exclusive provider or third party provider, as applicable, of such services thereunder.
- 3.02 Services. Beginning on the Commencement Date, PwCES shall provide the Services as set forth in Exhibit 2 or any Change Order. The responsibilities of PwCES and Equifax with respect to the Services are set forth in Exhibit 2 or the applicable Change Order.
- 3.03 Transition Period.

During the Transition Period, the parties shall:

- (i) Work together to implement the Transition Plan; and
- (ii) Develop and refine Baselines, Services, Service Levels, Threshold Limits, Operating Level Agreements and Charges to be applicable after the Transition Period and negotiate in good faith Change Orders reflecting such changes; provided, however, except as otherwise mutually agreed upon by the parties in writing, any increases in Charges, and any reductions in Baselines and Threshold Limits, as a result of such development and refinement during the Transition Period, shall be made only if and to the extent they relate to (a) an incorrect Assumption that arises out of inaccurate information provided by Equifax or a failure of Equifax to provide to PwCES information Equifax has and that is requested by PwCES or (b) a mutual mistake by the parties. In the event that the parties are unable to agree on such Change Orders during the Transition Period, the matter shall be resolved through the Dispute Resolution Process.

#### 3.04 Service Levels.

- a. Existing Services. During the Transition Period, PwCES shall provide the Services consistent with the manner in which the tasks, functions or projects addressed by the Services were delivered by Equifax prior to the Commencement Date or as mutually agreed upon and set forth in Exhibit 2. In those instances where there is neither sufficient nor historical data available to establish Service Levels, the parties shall mutually agree and establish such Service Levels during the Transition Period. After the Transition Period, PwCES shall provide the Services consistent with the Service Levels as mutually agreed upon and as set forth in Exhibit 2, which in no event shall be less than the manner in which the services were provided by Equifax prior to the Commencement Date.
- b. Future Services. With respect to Additional Services and Ancillary Services provided by PwCES during the term of this Agreement, PwCES shall provide such Services in accordance with the Service Levels to be set forth in Exhibit 2, or in accordance with other mutually agreed standards.
- c. Review. Beginning the earlier of (i) two (2) years from the Initial Commencement Date and (ii) the date that the Information System is in day-to-day operation, and every two (2) years thereafter, during the term of this Agreement, the parties shall meet and evaluate the Service Levels and the need to revise them.
- d. Reporting. PwCES shall report to Equifax regarding the performance of the Services relative to the Service Levels according to the guidelines set forth in Exhibit 2.
- e. Performance Credits. If PwCES fails to meet a Critical Service Level for any one (1) month period, or if PwCES fails to meet any other Service Level for three (3) consecutive months, Equifax shall be entitled to the Performance Credits set forth in Exhibit 1.
- f. Performance Bonuses. After the first benchmarking pursuant to Section 3.04h, the parties shall negotiate in good faith regarding the use and amount of Performance Bonuses if PwCES exceeds certain Critical Service Levels as set forth in Exhibit 1.
- g. Service Level Analysis and Resolution. Upon notice from Equifax of PwCES's failure to meet a Service Level,  
  
PwCES shall as soon as reasonably practicable (i) perform an analysis to identify the cause of such failure, (ii) provide Equifax with a report thereon and the procedure for correcting the failure and (iii) provide reasonable assurances to Equifax that the failure shall not recur.
- h. Benchmarking. PwCES shall improve the quality of the Services during the term of this Agreement. Beginning two (2) years after the Initial Commencement Date, and every two (2) years thereafter, the parties shall cause an independent third party (the "Benchmarker") to conduct a benchmark study of the primary Services, as determined by the Services Oversight Committee, to assess the quality of the Services. The Benchmarker may not be any entity listed on Exhibit 17. If there is any Dispute regarding the Services to be benchmarked,

the parties shall focus the benchmark study on the Services related to the Critical Service Levels. The fees of the Benchmarking shall be shared equally by the parties. Using consistent methodologies and, to the extent reasonably possible, objective measurements, the Benchmarking shall evaluate each specified Service with regard to Charges and performance (including quality of service) and shall compare the same to similar services provided to other companies in the Territory of a size similar to that of Equifax by service providers that have made investments similar to those made by PwCES with respect to the Services (or, if the service providers included in the study have not made investments similar to those made by PwCES, appropriate adjustments shall be made by the Benchmarking to account for the difference in investments). If the benchmark study shows that the level of performance being achieved by PwCES in relation to the Charges (the "Performance/Price Ratio") for each of the Services is not above the average Performance/Price Ratio of the other companies in the study, then the Services Oversight Committee shall determine, within forty-five (45) days after release of the benchmark study, what changes, if any, should be made to the Services or Charges and by when such changes should be made. If the Services Oversight Committee is unable to agree on the changes, if any, to be made to the Services or Charges or when such changes should be made, the matter shall be submitted to the Dispute Resolution Process. The cost of implementing such changes shall be borne by PwCES, except to the extent that the parties agree that PwCES will employ significant new technologies to implement such changes, in which case, the parties shall negotiate in good faith a Change Order that reflects the parties' agreement to share in the cost of the employment of those significant new technologies. If Equifax fails to implement a reengineering project as described in Section 3.13, which project is commercially reasonable in light of the circumstances, and such failure is the cause of PwCES's Performance/Price Ratio falling below the average described above for a particular Service, then this Section 3.04h shall not apply to such Service.

- 3.05 Changes in Services. Following the Transition Period:
- a. Within Threshold. If the increase, decrease or change from the Baseline is within the Threshold Limits for the specific Service in question, then PwCES shall increase or decrease the Charges for that Service by the Incremental Charge or Incremental Credit, as the case may be, as specified in Exhibit 1, or in an appropriate Change Order.
  - b. Beyond Threshold. If the increase, decrease or change from the Baseline exceeds the Threshold Limits, then the parties shall promptly negotiate in good faith the terms of a Change Order, subject to Section 4.07a and Exhibit 1. The Change Order shall specify, among other things, the adjustment to the Base Charge for the Service in question.
  - c. Requirements. If either party reasonably determines that the quantity of a Continuing Service has materially increased, decreased or otherwise changed beyond the Baseline, such party shall notify the other party.
  - d. Change Order. The parties shall negotiate in good faith a Change Order reflecting the changes described in this Section. In the event that the parties are unable to mutually agree on the appropriate modification, adjustment or addition to the Charges, the matter shall be submitted to the Dispute Resolution Process.
- 3.06 Additional Services and Ancillary Services. At Equifax's request, PwCES may provide Additional Services and Ancillary Services. The parties shall negotiate in good faith to establish and mutually agree upon the terms of a Change Order, including, without limitation, the scope of Services, Service Levels and Threshold Limits (if applicable), and Charges pertaining to the Additional Services and Ancillary Services. Equifax acknowledges that PwCES may be able to increase the efficiency and cost-effectiveness of the Services and to improve the performance and delivery of the Services by providing Ancillary Services to Equifax. With respect to any proposed Ancillary Services that Equifax or any Affiliate of Equifax seeks to have provided by a third party, PwCES shall have the right to bid on the provision of such Ancillary Services.
- 3.07 Third Party Agreements. PwCES shall administer and coordinate the Third Party Agreements in accordance with their terms. PwCES shall provide Equifax with reasonable notice of any renewal, termination or cancellation dates and fees in respect of the Third Party Agreements.

Upon the mutual written agreement of PwCES and Equifax, Equifax shall, to the extent permitted by a Third Party Agreement, modify, terminate or cancel any such agreement, and PwCES shall not renew, terminate or cancel any Third Party Agreement without the prior written consent of Equifax. Any modification, termination or cancellation fees or charges imposed upon Equifax in connection with any such modification, termination or cancellation shall be paid by Equifax, unless otherwise agreed upon by the parties in writing. Except with respect to those Third Party Agreements identified as "restricted" on Exhibit 19, if PwCES requests that certain Third Party Agreements be modified, terminated or cancelled and offers to pay any modification, termination or cancellation fees or charges imposed upon Equifax in connection with any such modification, termination or cancellation and Equifax fails to so modify, terminate or cancel, then the parties shall negotiate in good faith a Change Order reflecting appropriate adjustments in Charges, Service Levels and other performance obligations under this Agreement; provided, however, this sentence shall not apply if PwCES requires Equifax to use a Third Party Provider and Equifax is unable to obtain from such Third Party Provider commercially reasonable terms and conditions. Equifax, and not PwCES, shall be responsible for Equifax's performance under the Third Party Agreements and liable to Third Party Providers under the Third Party Agreements for any breach thereof by Equifax, except to the extent PwCES causes such breach. Each of PwCES and Equifax shall promptly inform the other of any breach in connection with any Third Party Agreement that would give rise to a termination right or liability, and any misuse or fraud in connection with any Third Party Agreement of which a party becomes aware, and the parties shall cooperate with each other to prevent or stay any such breach, misuse or fraud. Subject to Article 15, any penalties or charges (including amounts due to a third party as a result of a party's failure to promptly notify the other party pursuant to the preceding sentence), associated taxes, legal expenses and other incidental expenses incurred by a party as a result of the other party's non-performance of its obligations under this Section with respect to a Third Party Agreement shall be paid by the nonperforming party. Subject to Article 15, any damages incurred by Equifax as a result of PwCES's non-performance of its obligations under this Section with respect to a Third Party Agreement shall be paid by PwCES, except to the extent such damages arise out of commercially unreasonable terms and conditions in such Third Party Agreement. To the extent permitted by a Third Party Agreement, and as requested by PwCES, Equifax shall appoint PwCES as its agent for all matters pertaining to the Third Party Agreements and promptly notify the appropriate Third Party Providers of such appointment. If a written agreement between Equifax and a Third Party Provider that provides services relating to the Services during the term of this Agreement is located or created, PwCES shall have the right to add to Exhibit 19 any such agreements.

3.08 Disbursements. Beginning on the Commencement Date, PwCES shall (i) receive all invoices submitted by the Third Party Providers pursuant to the Third Party Agreements, (ii) review and correct any errors in any such invoices, (iii) submit such invoices to Equifax for final authorization, (iv) pay such invoices within a reasonable period of time after receiving such authorization and prior to the due date and (v) be responsible for any late fees with respect to such third party invoices (except to the extent such late fees are incurred because of an action or failure to act by Equifax that affects PwCES's ability to pay such invoices on a timely basis). Equifax shall be responsible for any amounts due or payable before the Commencement Date for or in connection with the Third Party Agreements; provided however, that if PwCES receives an invoice relating to such amounts and fails to submit such invoice to Equifax in a timely manner, then PwCES shall be responsible for any late fees in respect of such invoice (except to the extent such late fees are incurred because of an action or failure to act by Equifax that affects PwCES's ability to submit such invoices on a timely basis).

3.09 Termination Services. PwCES shall make available to Equifax the Termination Services under the terms and conditions set forth in Exhibit 11. If Equifax elects to engage a third party to provide services after termination or expiration of this Agreement, then Equifax shall include in its contract with such third party that such third party (i) shall execute a confidentiality agreement in substance the same as is set forth in the form attached in Exhibit 15, to protect PwCES's and its Affiliates' and contractors' proprietary and confidential information and (ii) shall agree in writing not to solicit, for a period of two (2) years, any of PwCES's or its Affiliates' partners, employees or agents that become known to such third party as a result of the transition of the Services from PwCES to such third party.

3.10 Change Control Procedures. In the event that either party wishes (i) a change within the scope of the Services, Baselines, Service Levels or priorities or (ii) a change to the Charges or Exhibits, such requesting party's Account Executive or his or her designee shall submit a written

proposal to the other party's Account Executive describing such desired change. Such party's Account Executive shall review the proposal and reject or accept the proposal in writing within

a reasonable period of time, but in no event more than thirty (30) days after receipt of the proposal. In the event that the proposal is rejected, the writing shall include the reason for rejection. In the event that the proposal is accepted, the parties shall mutually agree on the changes to be made to this Agreement. The additional or modified Charges, terms and conditions (if any) shall be made only in a written Change Order signed by the Account Executive of each of the parties or his designee (authorized in writing by the applicable party).

Notwithstanding the foregoing, if the need for an emergency change arises, either party's Account Executive or his or her designee shall submit a request for such change to the other party's Account Executive and PwCES shall, subject to the other terms and conditions of this Agreement, use commercially reasonable efforts to implement such change promptly and the parties shall thereafter agree upon a Change Order within two (2) business days of such submission.

3.11 PwCES's Responsibilities. In addition to any specific tasks, functions or projects for which PwCES is given responsibility as Services in this Agreement and relevant Exhibits, PwCES shall perform the following responsibilities during the term of this Agreement.

- a. Employees, Agents and Contractors. In the event that Equifax reasonably and in good faith determines that it is not in the best interests of Equifax for any PwCES employee, agent or contractor to continue in his/her capacity in the provision of the Services, then Equifax shall give PwCES written notice specifying the reasons for its position and requesting that such employee, agent or contractor be replaced. PwCES shall immediately investigate the matters stated in such notice and, if it determines that Equifax's concerns are reasonable and not unlawful, PwCES shall replace such employee, agent or contractor. In addition, upon written notice from Equifax, PwCES shall use reasonable efforts to replace any PwCES employee, agent or contractor who Equifax reasonably believes represents a material risk to Equifax's business, property or personnel.
- b. Facilities. PwCES shall provide those employees, agents and contractors of Equifax who are reasonably required to be located on PwCES's premises with access to and use of space, office furnishings, janitorial service, telecommunications service, data processing services, utilities (including heating) and office-related equipment, supplies, and duplicating services in connection with the performance of the Services (all such space, furnishings, equipment, supplies, utilities and services to be consistent with those that PwCES provides its own comparable employees). Equifax shall, and shall cause its agents and contractors to, abide by PwCES's policies and guidelines while on PwCES's premises.
- c. Operating Level Agreements. PwCES shall provide notice to Equifax of (i) a failure by Equifax or any third party retained by, or under control of, Equifax, to provide hardware, software, services, data or materials that Equifax or such third party is required to provide to PwCES under this Agreement and that PwCES requires to perform the Services or (ii) a failure by Equifax to timely and accurately perform its responsibilities as set forth in this Agreement, including, without limitation a failure to comply with an Operating Level Agreement, in each case within ten (10) days of becoming aware that such failure is adversely affecting its ability to perform in accordance with the terms of this Agreement. If PwCES fails to provide such notice, then such failure shall not relieve PwCES of its obligations to perform the Services in accordance with this Agreement until such notice is provided to Equifax.
- d. Consent. Unless otherwise specified herein, PwCES shall not unreasonably withhold or delay any consent, approval or response requested by Equifax under this Agreement.
- e. Improvements. PwCES acknowledges Equifax's desire for PwCES to increase the efficiency and cost-effectiveness of the Services, and to improve the performance and delivery of the Services, throughout the term of this Agreement.
- f. Records. PwCES shall (i) maintain tools and procedures necessary to accurately monitor compliance with the Service Levels and (ii) prepare and maintain detailed records regarding its compliance with the Service Levels and the determination and application of Performance Bonuses and

Performance Credits. Upon reasonable request, PwCES shall provide Equifax with information and reasonable access to such tools and procedures and the records relating thereto for purposes of verification of the Service Levels. Equifax acknowledges that certain tools, procedures and records do not exist as of the Commencement Date, but will be developed during the Transition Period.

- g. Correction of Errors. At PwCES's expense, PwCES shall promptly correct any errors or inaccuracies in the Equifax Data, reports, payments and other output produced by PwCES as result of providing the Services, to  
  
the extent such errors or inaccuracies were caused by Services provided by PwCES, its Affiliates or its or their respective agents or contractors under this Agreement.
- h. Agreements and Assets. Subject to Equifax obtaining any required consents or approvals, PwCES shall assume all Transferred Agreements and shall purchase and acquire all Transferred Assets on the dates and for the purchase price set forth on Exhibit 4.
- i. Licenses. PwCES shall use commercially reasonable efforts to negotiate licenses for Third Party Software that include a right to assign or transfer to Equifax, without additional payments by Equifax (or to minimize additional payments), such licenses (and related maintenance agreements) upon expiration or termination of this Agreement.
- j. Internal Controls. During the term of this Agreement, PwCES shall maintain an appropriate level of internal controls to timely, completely and accurately record transactions and to reasonably safeguard Equifax assets. At such time as PwCES provides services to any other customer using the same systems and processes as are used to provide the Services, PwCES shall have an independent public accounting firm perform, at no cost to Equifax, an annual third party review, as defined in accordance with SAS # 70, of the facility from which the Services are provided. The control objectives of the SAS # 70 review shall be mutually agreed by the parties.
- k. Compliance. PwCES shall perform the Services in compliance with the provisions of the documents governing the benefit plans covered by Exhibit 2 and applicable laws, rules and regulations.

3.12 Equifax's Responsibilities. In addition to any specific tasks, functions or projects for which Equifax is given responsibility in this Agreement and relevant Exhibits, Equifax shall perform the following responsibilities during the term of this Agreement.

- a. Affiliates of Equifax. Equifax shall cause its Affiliates, although not signatories hereto, to be bound by the terms and conditions of this Agreement. Any breach of this Agreement by an Affiliate of Equifax shall be deemed a breach by Equifax.
- b. Agreements, Assets and Software. Equifax shall (i), subject to obtaining any required consents or approvals, assign all Transferred Agreements and sell, assign and convey all Transferred Assets free of any liens or other encumbrances to PwCES on the dates and for the purchase prices set forth on Exhibit 4, (ii) obtain all consents or approvals necessary to allow PwCES and its employees, agents and contractors to use the Equifax Software owned by Equifax and (iii) obtain all consents or approvals necessary to allow PwCES to use Equifax Software licensed by Equifax that is not the subject of a Transferred Agreement. Equifax, with PwCES's reasonable cooperation, shall obtain, at Equifax's cost and expense, all required consents and approvals to permit such assignments, transfers and use. If, however, any required consent or approval is not obtained, unless and until such required consent or approval is obtained, then, as PwCES's sole remedy, the parties shall cooperate with each other in achieving a reasonable alternative arrangement under which PwCES may perform the Services without causing a breach or violation of any Transferred Agreement or any agreement relating to Equifax Software for which a required consent is to be obtained. Such reasonable alternative arrangements may include (i) Equifax's retention of certain third party agreements that would otherwise be transferred hereunder or (ii) PwCES's agreement to administer and coordinate such agreements pursuant to Sections 3.07 and 3.08. In addition, it is the parties' intent that such reasonable alternative arrangements shall provide that PwCES and its employees, agents and contractors are able

to exercise the rights, including, without limitation, rights with respect to the licensor's maintenance obligations and warranties, PwCES would have had if such Transferred Agreement were assigned to PwCES or if such consents or approvals had been obtained. If such arrangements do not provide such rights, notwithstanding the foregoing, PwCES shall be entitled, as its sole remedy (other than its rights under Sections 17.02(i) and (iii)) for Equifax's failure to obtain such consents or approvals, to appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement; provided, however, that PwCES shall use diligent efforts to mitigate the effects resulting from such events. All required consents and approvals shall provide for (i) the use by PwCES and its employees of the rights under the Transferred Agreements in performing the Services and (ii) if necessary, the continued use by Equifax of the rights under the Transferred Agreements to perform its responsibilities pursuant to this Agreement. Equifax and PwCES shall cooperate in approving the terms and conditions relating to all of the foregoing consents and approvals. Equifax shall be liable for the expenses incurred in obtaining all of the foregoing consents and approvals. PwCES's use of Equifax Software licensed by Equifax will be subject to the restrictions of the third

party license agreements with the licensors of such Equifax Software, except to the extent such restrictions prohibit PwCES from using such Equifax Software.

- c. Facilities. As set forth in Exhibit 12, Equifax shall provide PwCES access to and use of office facilities and operational support services, and access to and use of data processing and telecommunications capabilities, that Equifax currently uses to perform the tasks, functions and projects addressed by the Services. In addition, Equifax shall provide those employees, agents and contractors of PwCES who are reasonably required to be located on Equifax's premises with access to and use of space, office furnishings, janitorial service, telecommunications service, data processing services, utilities (including heating and air conditioning) and office-related equipment, supplies, and duplicating services in connection with the performance of the Services (all such space, furnishings, equipment, supplies, utilities and services to be consistent with those that Equifax provides its own comparable employees). PwCES shall, and shall cause its agents and contractors to, abide by Equifax's policies and guidelines while on Equifax's premises.
- d. Relocation. If Equifax relocates its current office space or otherwise causes employees, agents or contractors of PwCES to relocate in order to provide any Services, Equifax shall continue to provide the same access, use and support services as referenced above. In the event of such relocation, Equifax shall be responsible at its cost and expense (i) for moving all of the office furnishings of such PwCES personnel to the new location and (ii) for all of PwCES's reasonably necessary costs and expenses of relocating such PwCES personnel to the extent consistent with Equifax's policies regarding the relocation of its own employees.
- e. Projects. Equifax shall complete the development and implementation of all organizational projects, software projects, technical projects and other implementation projects in progress as of the Commencement Date in a manner consistent with Equifax's pre-existing implementation plans, and as set forth in Exhibit 13. Equifax and PwCES shall cooperate with each other in providing access to personnel and facilities, and in providing the resources necessary to complete such projects. Completion of such projects shall be at Equifax's sole expense. Except in connection with such pre-existing implementation plans, any new technology or material changes to existing technology that may affect the provision of Services shall not be implemented by Equifax without PwCES's prior written approval.
- f. Retained Equifax Employees, Consultants and Contractors. Except as provided in Section 17.01, Equifax shall be responsible in all respects to and for any Equifax employee, consultant or contractor who (i) is not a Transitioned Employee or a consultant or contractor for whom PwCES has expressly assumed responsibility or otherwise engaged pursuant to the terms of this Agreement, (ii) serves as Equifax's Account Executive, (iii) serves on the Services Oversight Committee or (iv) serves as a liaison with PwCES.

- g. Data and Errors. Equifax shall cooperate with PwCES to address the resolution of any errors, omissions or deficiencies in any output produced by PwCES as a result of providing the Services and provide PwCES the opportunity to correct such errors, omissions or deficiencies. Upon successful resolution of such errors, omissions or deficiencies, Equifax shall accept the output as completed.
  - h. Permits and Approvals. Equifax shall be responsible for (i) obtaining all consents and approvals under agreements to which it is a party or may be bound as necessary for PwCES to perform the Services while on Equifax's premises and (ii) obtaining all permits and approvals from any third party (including, without limitation, government agencies) relating to Equifax's premises and necessary for PwCES to perform the Services while on Equifax's premises.
  - i. Consent. Unless otherwise specified herein, Equifax shall not unreasonably withhold or delay any consent, approval or response requested by PwCES under this Agreement.
  - j. Operating Level Agreements. Equifax shall perform its obligations consistent with the Operating Level Agreements set forth in Exhibit 10.
  - k. Equifax Data. During the course of providing the Services, PwCES may find missing values, incorrect values or inconsistencies within the Equifax Data or other problems with Equifax Data. In the event PwCES finds any of the foregoing and provides notice to Equifax thereof, Equifax shall be responsible for providing to PwCES for input by PwCES the correct information with respect to the foregoing; provided, however, this provision shall not apply to the extent the foregoing were created by PwCES. If PwCES requires more than a minor additional amount of resources to correct any of the foregoing, the parties shall negotiate in good faith a Change Order.
  - l. PwCES Assumptions. To the extent they affect the provision of Services, the timely and correct performance by Equifax of each of the foregoing responsibilities is one of the Assumptions under this Agreement.
- 3.13 Re-engineering. PwCES may from time to time, including, without limitation, during the Transition Period, review the operations required to support Equifax and may recommend to Equifax certain re-engineering procedures, processes and tools. When the re-engineering opportunity requires Equifax to modify its methods, practices or policies, PwCES shall (i) present the changes to Equifax, (ii) discuss with Equifax the requirements of implementation and (iii) identify the projected benefits to both Equifax and PwCES. Equifax shall have the opportunity to discuss the proposed changes and to request appropriate modifications prior to granting approval. The parties shall work in good faith to determine the costs, benefits and proper level of commitment by both PwCES and Equifax for implementing such re-engineering projects, and to mutually agree on such terms and conditions to be set forth in a Change Order. Equifax may only refuse or delay implementation of such projects if such projects require significant additional expenditures by Equifax or are inconsistent with Equifax's business strategies. If Equifax fails to approve or adequately implement re-engineering project opportunities (other than those that require significant additional capital expenditures by Equifax), the parties shall negotiate in good faith a Change Order reflecting appropriate adjustments in Charges, Service Levels and other performance obligations under this Agreement; provided, however, this sentence shall not apply if, as part of the re-engineering project, PwCES requires Equifax to use third party software and Equifax is unable to obtain from the vendor of such software commercially reasonable warranties.
- 3.14 Dependencies. PwCES and Equifax anticipate that the provision of Services shall have dependencies on the contracts between Equifax and Third Party Providers.
- 3.15 PwCES's Use of Contractors. PwCES may engage consultants, agents or contractors (including any of its Affiliates) to perform any Service or any task or subtask within the Services; provided, however, that each such consultant, agent and contractor shall agree to be bound (i) by the confidentiality provisions, and (ii) the non-solicitation provisions (to the extent such consultant, agent or contractor provides any material Service or any material task or subtask), set forth in this Agreement. PwCES shall not use any consultant, agent or contractor set forth on Exhibit 17 without Equifax's consent. To the extent that PwCES incurs any incremental costs as a result of Equifax's refusal to

consent to PwCES's selection of a particular consultant, agent or contractor, Equifax shall pay such costs to PwCES as set forth in a Change Order; provided, however, PwCES shall use commercially reasonable efforts to mitigate the amount of the incremental costs. In the event any problems arise in the provision of the Services, PwCES and its employees, rather than PwCES contractors and agents, shall be the principal points of contact for Equifax with respect to the resolution of such problems.

- 3.16 No Obligation. Except as set forth in Exhibit 11, in no event shall PwCES be obligated to provide any Service, and PwCES shall not be liable for the failure to provide any such Service, that would result in an Impairment of Independence. PwCES is not providing any attest function or service under this Agreement. PwCES shall apply to Equifax and this Agreement its interpretations of laws, rules, regulations, guidelines and policies regarding audit independence in a manner consistent with PwCES's application of such interpretations to situations similar to those set forth in this Agreement.
- 3.17 Business Recovery and Disaster Recovery. The parties' responsibilities for business recovery and disaster recovery and associated costs are set forth in Exhibit 14.
- 3.18 Regulatory Changes. PwCES shall make any changes to the Services and take any actions necessary in order to maintain compliance with laws and regulations applicable to the provision of the Services. To the extent that regulatory or statutory changes, or changes in Equifax's policies or practices, that directly relate to the Services and require a modification to the Services shall require PwCES to incur costs and expenses to provide the Continuing Services beyond those required in fulfilling its then-current responsibilities under this Agreement, the parties shall negotiate in good faith a Change Order reflecting the additional costs to PwCES.
- 3.19 Pool of Resources. To the extent a task or function related to the Continuing Services was being performed by a Transitioned Employee prior to the Commencement Date (and not by a Third Party Provider) and such task or function is not specifically described in Exhibit 2 or Exhibit 13 or within the definition of Continuing Services, PwCES shall use the Pool of Resources to perform such task or function and such task or function shall thereafter be deemed a Continuing Service.

#### ARTICLE 4. CHARGES AND PAYMENTS

- 4.01 Charges. In consideration of PwCES providing the Services, Equifax shall pay to PwCES the Charges as set forth in Exhibit 1.
- 4.02 Incremental Charges or Credits. In consideration of an increase in the quantity of any Continuing Service, which increase is within the Threshold Limits, Equifax shall pay to PwCES the Incremental Charges, as set forth in Exhibit 1. In consideration of a decrease in the quantity of any Continuing Service, which decrease is within the Threshold Limits, PwCES shall credit or reimburse Equifax the Incremental Credits, as set forth in Exhibit 1.
- 4.03 Annual Inflation Index Adjustment. PwCES shall apply an inflation adjustment, based on the Inflation Adjustment Index, to the Charges, as set forth in Exhibit 1.
- 4.04 Payment Terms.
- a. Invoice in Advance. PwCES shall issue an invoice to Equifax no more than ten (10) business days in advance of the beginning of each month during the term of this Agreement for the amount of the Base Charge for that month and other Charges for that month relating to the recurring Services.
  - b. Invoice in Arrears. PwCES shall issue an invoice to Equifax within ten (10) business days after the end of each month during the term of this Agreement for the amount of all Incremental Charges, charges for Additional Services and Ancillary Services (except for those Charges paid in advance pursuant to Section 4.04a), Performance Bonuses due PwCES and any other charges incurred during the previous month, which invoice shall also include all Incremental Credits, Performance Credits and any other credits due Equifax during the previous month.
  - c. Payments. All invoices submitted by PwCES to Equifax are due and payable within thirty (30) days of the receipt of the invoice, subject to Equifax's right to withhold payment in the event of a good faith dispute pursuant to Section 4.04e. Late payments shall accrue interest from the invoice date at the lesser of (i) one-and-one-half percent (1 1/2%) per month and (ii) the highest rate allowed by law. Subject to Section

4.04e, if Equifax fails to pay any invoice within thirty (30) days after the invoice date, and thereafter fails to make such payment within fifteen (15) days after written notice from PwCES of such failure, PwCES may, in addition to any other remedies available to it under this Agreement, suspend performance of Services.

- d. Credits. With respect to any amounts to be paid or reimbursed by PwCES to Equifax pursuant to this Agreement, including, without limitation, Incremental Credits and Performance Credits, PwCES may, at its option, pay that amount to Equifax by giving Equifax a credit against Charges otherwise payable to PwCES.
- e. Disputed Amounts. If Equifax, in good faith, disputes any Charges regarding the Services, it may withhold any such disputed amounts (except for applicable taxes) from the invoice in the second month following the month in which the dispute arose if the problem giving rise to the dispute has not been resolved to Equifax's reasonable satisfaction by the time payment on such invoice is due. Upon request, Equifax shall pay the withheld amounts into an interest-bearing escrow account. In accordance with the resolution of the Dispute, Equifax shall pay to PwCES withheld amounts, plus interest accrued on such withheld amounts, and the escrow agent shall release the withheld amounts to the parties. Regardless of any Dispute, Equifax shall remit to PwCES the invoiced amount minus the disputed amount.

#### 4.05 Taxes.

- a. Inclusive Taxes. The Charges are inclusive of any sales, use, gross receipts or value added, withholding, ad valorem or other taxes based on or measured by PwCES's cost in acquiring equipment, materials, supplies or services used by PwCES in providing the Services. Further, each party shall bear sole responsibility for any real or personal property taxes on any property it owns or leases, for franchise or similar taxes on its business, for employment taxes on its employees and for taxes on its net income.
- b. Additional. Except as set forth in Section 4.05a, if a sales, use, privilege, value added, excise, services or similar tax is assessed on the provision of the Services by PwCES to Equifax on PwCES's Charges to Equifax under this Agreement, however levied or assessed, Equifax shall be responsible for and pay the amount of any such tax. There will be added to any Charges hereunder, and Equifax shall pay to PwCES, amounts equal to any such taxes, however designated or levied, based upon such Charges, or upon this Agreement or any Services or items provided hereunder, or their use, and any such taxes or amounts in lieu thereof paid or payable by PwCES in respect of the foregoing. PwCES shall set forth in invoices provided to Equifax those Services that are subject to tax.
- c. Cooperation. The parties shall cooperate reasonably with each other to determine accurately each party's tax liability and to minimize such liability to the extent legally permissible. To substantiate any claimed exemptions, Equifax shall supply to PwCES the appropriate exemption or resale certificates.

4.06 Verification of Assumptions. The Charges, Services and Service Levels are based on Assumptions derived in part from information provided by Equifax to PwCES. Equifax shall be responsible for the accuracy of any representations it made as part of the due diligence and negotiation process and on which the Assumptions are based. In the event of any material deviation from these representations during the Transition Period, or during the first twelve (12) months after the Commencement Date with respect to those Services or components of Services not delivered during the Transition Period, the parties shall negotiate in good faith to define and mutually agree upon adjustments that shall be consistent with the intent of the parties. Any such agreed adjustment shall be set forth in a Change Order.

#### 4.07 Significant Business Changes and Additional Business Units.

- a. Business Changes. Subject to any minimum revenue commitments set forth in Exhibit 1, in the event that the Continuing Services fall outside of the Threshold Limits for the period of time set forth in Exhibit 1, Equifax and PwCES shall negotiate and mutually agree upon an appropriate adjustment to the Charges, pursuant to Exhibit 1.
- b. Changes in Business Units. The parties may agree to add new

Affiliates of Equifax to this Agreement. Equifax shall share information with PwCES to allow PwCES to determine the level of resources that will be required to meet Equifax's needs with respect to such new Affiliates. PwCES and Equifax shall negotiate (i) a Change Order to accommodate the addition of any new Affiliates to this Agreement or (ii) a Change Order to accommodate the removal of an Affiliate from this Agreement. If Equifax sells an Affiliate to a third party, Equifax may remove such Affiliate from this Agreement, subject to an appropriate reduction of the minimum revenue commitments set forth in Exhibit 1; provided, however, such reduction shall not be made if such Affiliate continues to purchase the Services from PwCES after its removal. If Equifax sells an Affiliate to a third party that desires to have PwCES continue to provide services similar to the Services, PwCES shall negotiate in good faith to provide services similar to the Services to such Affiliate on a basis substantially comparable to the basis on which PwCES provides Services to Equifax, provided there would be (x) in PwCES's reasonable discretion based on PwCES's due diligence review of such Affiliate, no potential material adverse risk to PwCES in providing such services or (y) no Impairment of Independence. If such Affiliate continues to purchase the Services from PwCES after its removal, the Charges paid by such Affiliate shall count towards the minimum revenue commitments set forth in Exhibit 1.

4.08 Insecurity and Adequate Assurances. If Equifax fails to make payments due hereunder in a timely manner, PwCES may demand adequate assurances in writing of Equifax's ability to meet its payment obligations under this Agreement. Unless Equifax provides the assurances within thirty (30) days and in a manner acceptable to PwCES, Equifax shall pay to PwCES a security deposit equal to three (3) months' aggregate Charges.

4.09 Most Favored Customer. If PwCES or any of its Affiliates provides any services in the Territory to a third party from the same facilities as Services are provided to Equifax that are comparable to the Services in scope and complexity, for a similar or shorter duration and for similar or lesser volumes (collectively, "Comparable Services"), on terms and conditions in the aggregate that would be more favorable to Equifax than those contained herein, then PwCES shall give prompt written notice thereof to Equifax and Equifax shall have the option to replace all of the terms and conditions of this Agreement with all such more favorable terms. On each anniversary of the Initial Commencement Date and at such other times as Equifax may request (based on Equifax's reasonable belief that PwCES has an obligation under this Section), PwCES shall deliver to Equifax a certificate duly executed by an appropriate executive of PwCES, certifying that, as of the date of such certificate, and at all times since the date of the last certification pursuant to this Section (or since the Initial Commencement Date if there has been no prior certification), stating that PwCES is and has been in

compliance with this Section. If the parties are unable to agree as to PwCES's compliance with the requirements of this Section or, as to the appropriate means to effectuate this Section, then such issue shall be determined pursuant to the Dispute Resolution Process. The parties acknowledge and agree that the provisions of this Section have been included in this Agreement to induce Equifax to agree to the exclusivity provisions of this Agreement, and that they are intended to ensure that the Services are provided to Equifax on terms and conditions granted by PwCES and its Affiliates to its most favored customers obtaining Comparable Services in the Territory.

#### ARTICLE 5. AUDITS

5.01 Audit of Charges. Upon not less than thirty (30) days prior written notice, and no more than one (1) time during any calendar year during the term of this Agreement, PwCES shall provide to Equifax access to PwCES's financial records and supporting documentation necessary to verify PwCES's invoices to Equifax (including, without limitation, expenses). Equifax shall bear the costs of any such audit. In the event the audit results in a determination that PwCES has undercharged Equifax, then the amount of such undercharge shall be treated, for invoicing and payment purposes, as an adjustment in arrears for the month in which the undercharge is discovered or in the month in which the final resolution occurs. In the event the audit results in a determination that PwCES has overcharged Equifax, then the amount of such overcharge (plus interest) shall be treated, for invoicing and payment purposes, as a credit in arrears for the month in which the overcharge is discovered or in the month in which the final resolution occurs. If the amount of the overcharge is equal to or exceeds five percent (5%) of the total amount of the Charges for the calendar year in which the audit occurs, PwCES shall reimburse Equifax for the reasonable costs of the audit.

- 5.02 Audit of Services. Upon not less than thirty (30) days prior written notice, or such notice as may be reasonable under the circumstances, and during regular business hours, PwCES will make available to Equifax's financial management, external auditors, examiners and regulators and their designees such books, records, information and documentation of internal controls relating to Equifax and maintained by PwCES in the normal course of processing Equifax's transactions. Copies of requested information shall not be unreasonably withheld but at all times are subject to the approval of Equifax's representatives having authority to release such information to interested parties. Analyses, documentation and other information not maintained by PwCES in the normal course of providing Services will be prepared by PwCES for use in the audit or examination process as an Additional Service.
- 5.03 Equifax Internal Audit. Equifax's internal auditors shall have the right, without notice, and during regular business hours, to request access to Equifax books, records, information and documentation of internal controls relating to Equifax and maintained by PwCES in the normal course of processing Equifax's transactions and access to all personnel providing the Services. Equifax shall use reasonable judgment in requesting such books, records, information and documentation and shall not unduly disrupt the operation of PwCES's business. PwCES shall cooperate reasonably and in good faith with (i) Equifax's review of the administration of the benefit plans covered by Exhibit 2, including compliance with the documents governing such plans and compliance with applicable laws, rules and regulations and (ii) remedial actions determined by Equifax to be required in connection therewith. Analyses, documentation and other information not maintained by PwCES in the normal course of providing Services will be prepared by PwCES for use in the audit, examination process, review and remediation as an Additional Service.
- 5.04 PwCES Internal Audit. If, as a result of an internal audit conducted by PwCES, at its own expense, PwCES determines that it has undercharged Equifax (including, without limitation, Base Charges, Incremental Charges and expenses), then the amount of such undercharge shall be treated, for invoicing and payment purposes, as an adjustment in arrears for the month in which the undercharge is discovered or the month in which the final resolution occurs. In the event the audit results in a determination that PwCES has overcharged Equifax, then the amount of such overcharge shall be treated, for invoicing and payment purposes, as a credit in arrears for the month in which the overcharge is discovered or in the month in which the final resolution occurs.
- 5.05 PwCES Audit of Equifax. Upon not less than thirty (30) days prior written notice, and no more than one (1) time during any calendar year during the term of this Agreement, Equifax shall provide to PwCES access to Equifax's financial records and supporting documentation necessary to verify the credits or reimbursements given to Equifax by PwCES. PwCES shall bear the costs for any such audit. In the event the audit results in a determination that such credits or reimbursements were incorrect, then such incorrect amount shall be corrected appropriately in arrears for the month in which such incorrect amount is discovered or in the month in which the final resolution occurs.
- 5.06 Equifax Security Audit of PwCES. During the term of this Agreement, PwCES shall provide to Equifax access to PwCES's facilities so that Equifax can ensure PwCES's compliance with the confidentiality provisions set forth in

Article 9. In the event the audit results in a determination that PwCES is not in full compliance with such provisions, the parties will meet and agree upon the steps PwCES must take to bring it into full compliance and PwCES shall promptly take such steps. For each audit after the second such audit in a calendar year during the term of this Agreement, Equifax shall reimburse PwCES for the reasonable costs, if any, PwCES incurs in providing such access. Any audit pursuant to this Section that reveals a material non-compliance with Article 9 shall be deemed not to have occurred for purposes of the preceding sentence of this Section.

#### ARTICLE 6. MANAGEMENT AND HUMAN RESOURCES

- 6.01 PwCES Account Executive. PwCES shall designate, prior to the Initial Commencement Date, a PwCES Account Executive to whom all of Equifax's communications shall be addressed and who has the authority to act for and bind PwCES and its contractors in connection with all aspects of this Agreement.
- a. Selection. Before assigning an individual to the position of Account Executive, whether the person is initially assigned or subsequently assigned, PwCES shall:

- (i) notify Equifax of the proposed assignment for Equifax's approval;
  - (ii) introduce the individual to appropriate Equifax representatives; and
  - (iii) consistent with law and PwCES's reasonable personnel practices, provide Equifax with any other information about the individual that is reasonably requested.
- b. Term. PwCES shall cause the person assigned to the position of Account Executive to devote substantial time and effort to the provision of the Services under this Agreement. PwCES shall use commercially reasonable efforts to maintain the PwCES Account Executive at PwCES for the minimum term of twenty four (24) months during the first twenty four (24) months after the Initial Commencement Date and twelve (12) months thereafter, unless such Account Executive (i) voluntarily resigns from PwCES, (ii) is dismissed by PwCES for (a) misconduct or (b) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (iii) is unable to work due to his or her death, injury or disability or (iv) is reassigned because of personal requirements. PwCES shall not reassign the Account Executive during the foregoing minimum terms except for personal requirements not related to career development. Whenever possible, PwCES shall give Equifax at least sixty (60) days advance notice of a change of the Account Executive or if such sixty (60) days notice is not possible, the longest notice otherwise possible.
- c. Removal. In the event that Equifax reasonably and in good faith determines that it is not in the best interests of Equifax for the PwCES Account Executive to continue in his or her capacity, then Equifax shall give PwCES written notice specifying the reasons for its position and requesting that the Account Executive be replaced. PwCES shall immediately investigate the matters stated in such notice and, if it determines that Equifax's concerns are reasonable and not unlawful, PwCES shall replace the Account Executive in accordance with Section 6.01a.

6.02 Equifax Account Executive. Equifax shall designate, prior to the Initial Commencement Date, an Equifax Account Executive to whom all of PwCES's communications shall be addressed and who has the authority to act for and bind Equifax and its contractors in connection with all aspects of this Agreement.

- a. Selection. Before assigning an individual to the position of Account Executive, whether the person is initially assigned or subsequently assigned, Equifax shall:
  - (i) notify PwCES of the proposed assignment for PwCES's approval;
  - (ii) introduce the individual to appropriate PwCES representatives; and
  - (iii) consistent with law and Equifax's reasonable personnel practices, provide PwCES with any other information about the individual that is reasonably requested.
- b. Term. Equifax shall cause the person assigned to the position of Account Executive to devote substantial time and effort to the management of Equifax's responsibilities under this Agreement. Equifax shall use commercially reasonable efforts to maintain the Equifax Account Executive at Equifax for the minimum term of twenty four (24) months during the first twenty four (24) months after the Initial Commencement Date and twelve (12) months thereafter, unless such Account Executive (i) voluntarily resigns from Equifax, (ii) is dismissed by Equifax for (a) misconduct or (b) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (iii) is unable to work due to his or her death, injury or disability or (iv) is reassigned because of personal requirements. Equifax shall not reassign the Account Executive during the foregoing minimum terms except for personal requirements not related to career development. Whenever possible, Equifax shall give PwCES at least sixty (60) days advance notice of a change of the Account Executive or if such sixty (60) days notice is not possible, the longest notice otherwise possible.
- c. Removal. In the event that PwCES reasonably and in good faith determines that it is not in the best interests of PwCES for

the Equifax Account Executive to continue in his or her capacity, then PwCES shall give Equifax written notice specifying the reasons for its position and requesting that the Account Executive be replaced. Equifax shall immediately investigate the matters stated in such notice and, if it determines that PwCES's concerns are reasonable and not unlawful, Equifax shall replace the Account Executive in accordance with Section 6.02a.

- 6.03 Services Oversight Committee. Within fifteen (15) days after the Initial Commencement Date, Equifax shall appoint three (3) members of Equifax's management staff, including the Equifax Account Executive, and PwCES shall appoint three (3) members of PwCES's management staff, including the PwCES Account Executive, to serve on the Services Oversight Committee. For the first twelve (12) months after the Initial Commencement Date, one of the PwCES members shall act as the chairman of the Services Oversight Committee; each twelve (12) months thereafter the parties shall alternate selecting the chairman. The Services Oversight Committee shall be authorized and responsible for (i) generally overseeing the performance of this Agreement and (ii) monitoring and resolving Disputes in accordance with Article 12.
- 6.04 Equifax Selected Employees' Employment with PwCES. PwCES shall offer to hire those Equifax Selected Employees who (i) are actively employed by Equifax as of the Commencement Date and (ii) meet such other reasonable hiring requirements of PwCES to the satisfaction of PwCES. PwCES shall be solely responsible for making such offers of employment to such Equifax Selected Employees. PwCES's plan regarding (a) Equifax Selected Employees, (b) offers of employment to such Equifax Selected Employees and (c) Transitioned Employee benefits is described in the Hiring Plan.
- 6.05 Right to Terminate and Transfer. PwCES shall have the right, in its sole discretion, (i) to terminate any Transitioned Employee or (ii) to transfer any Transitioned Employee to an Affiliate of PwCES, subject to Section 6.08.
- 6.06 Employment with PwCES. Equifax shall use reasonable efforts to ensure that all of the Equifax Selected Employees to whom PwCES offers employment accept such positions with PwCES. In the event that a significant number of Equifax Selected Employees offered employment by PwCES fail to accept such employment offer, the parties shall negotiate in good faith appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement pursuant to the Change Control Procedures; provided, however, that PwCES shall use diligent efforts to mitigate the effects resulting from such event.
- 6.07 Key Personnel. In the event that the number of Key Personnel set forth in Exhibit 6 fail to accept PwCES's employment offer or fail to enter into an independent contractor agreement with PwCES, the parties shall negotiate in good faith appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement pursuant to the Change Control Procedures. PwCES shall use diligent efforts to mitigate the effects resulting from such event.
- 6.08 Key PwCES Employees. PwCES shall use reasonable efforts to assign each Key PwCES Employee to provide the Services for a minimum term of twelve (12) months, unless (i) Equifax consents to the reassignment or replacement of such Key PwCES Employee, (ii) reassignment or replacement of such Key PwCES Employee will not have a more than minor adverse effect on the Services or (iii) such Key PwCES Employee (a) voluntarily resigns from PwCES, (b) is dismissed by PwCES for (x) misconduct or (y) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (c) is unable to work due to his or her death, injury or disability or (d) is reassigned because of personal requirements. PwCES shall not reassign Key Employees during the foregoing minimum terms except for personal requirements not related to career development.

#### ARTICLE 7. TRADEMARKS AND MARKETING

- 7.01 Use of Trademarks. For so long as PwCES is in substantial compliance with the Service Levels, PwCES shall be permitted to use Equifax's name and logos as necessary to market PwCES's services that are similar to some or all of the Services, subject to Equifax's right to approve such use; provided, however, no approval shall be necessary to the extent PwCES is merely using Equifax's name or logos in a list of customers. Equifax shall have no rights to use PwCES's or its Affiliate's trademarks, service marks or trade names for any purpose without the prior approval of PwCES.
- 7.02 Marketing Cooperation. For so long as PwCES is in substantial compliance with the Service Levels, Equifax shall cooperate with PwCES, at PwCES's reasonable request and at no charge to PwCES, in marketing functions, tasks and projects addressed by the Services to third parties. Equifax's cooperation shall be subject to reasonable notice by

PwCES, Equifax's availability and a lack of more than a minor impact of such cooperation on Equifax's business operations. By way of example and not limitation, and subject to the foregoing limitations, Equifax shall (i) allow and participate in reasonable on-site visits by prospective customers (who have entered into appropriate confidentiality agreements with Equifax) and (ii) cooperate with PwCES in preparing and publishing articles on PwCES's services. Equifax shall refer to PwCES all inquiries and opportunities directed to Equifax, about which Equifax becomes aware, for PwCES to provide functions, tasks and projects addressed by the Services to any third party.

#### ARTICLE 8. PROPRIETARY RIGHTS

##### 8.01 Definitions.

- a. The term "Materials" means literary works or other works of authorship, such as computer programs, computer program listings, program tools, documentation, reports and drawings, as well as user manuals, charts, graphs and other written documentation and machine-readable text and files, including, without limitation, computer programming code (including source code and object code), in each case used in or initially developed in connection with the Services.
- b. The term "Derivative Work" means a work based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement.

##### 8.02 PwCES Materials. All copyright, patent, trademark and other intellectual property rights in the PwCES Software and preexisting Materials of PwCES or its Affiliates shall be the property of PwCES or its Affiliates, as the case may be. With respect to any Materials developed solely by PwCES, its Affiliates or its or their contractors, or jointly by Equifax personnel and PwCES, its Affiliates or its or their contractors, under this Agreement or in the performance of Services, except as otherwise expressly set forth in this Agreement (e.g., Additional Services), ownership will be as follows:

- a. Materials that constitute a Derivative Work for which the preexisting copyright is owned by Equifax, shall be owned by Equifax, and PwCES shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials only in connection with (a) the Services or (b) services provided to third parties from the facility from which the Services are provided and (ii) the right to sublicense third parties to do any of the foregoing. Such license shall include the Materials of Equifax for which the preexisting copyright is owned by Equifax and upon which such Derivative Work is based, but only to the extent such Materials are embodied in, or necessary for the exercise of the license to, such Derivative Work.
- b. Materials that constitute a Derivative Work for which the preexisting copyright is owned by PwCES, its contractors or a third party shall, as between PwCES and Equifax, be owned by PwCES, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing.
- c. Materials that do not constitute a Derivative Work of any Materials owned by Equifax, PwCES or any third party shall be owned by PwCES, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare

derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing; provided, however, with respect to any such Materials developed jointly by Equifax personnel and PwCES, its Affiliates or its or their contractors, PwCES shall not use, for any entity other than Equifax or its Affiliates, any portion of such Materials specific to Equifax operations, procedures or management processes that are Confidential Information of Equifax.

d. If, pursuant to a Change Order, Materials are developed by PwCES for use in connection with the Services, at an additional cost to Equifax, then prior to such development, the parties shall mutually agree in writing on the ownership and use of such Materials.

8.03 Equifax Materials. With respect to any Materials that are or have been developed (i) solely by Equifax, whether or not developed under this Agreement or (ii) for Equifax prior to this Agreement, such Materials shall be owned by Equifax, and during the term of this Agreement PwCES shall have (a) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within PwCES solely in connection with the Services and (b) the right to sublicense third parties to do any of the foregoing. With respect to those items of Equifax Software designated as "for use by PwCES for third parties" on Exhibit 9, the license set forth in the preceding sentence shall also include the right to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Equifax Software internally within PwCES in connection with services provided to third parties from the facility from which the Services are provided and the right to sublicense third parties to do any of the foregoing. Each party waives any claims for indemnification against the other party with respect to any third party claims that may arise from PwCES's use of Equifax Software for third parties pursuant to the preceding sentence.

8.04 Derivative Works of PwCES Materials. With respect to any Materials that are developed solely by Equifax and that constitute a Derivative Work of any Materials for which the preexisting copyright is owned by PwCES or its Affiliates, such Materials shall be owned by PwCES or its Affiliates, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing.

8.05 Limitation. Any ownership or license rights herein granted to either party are limited by and subject to any intellectual property rights (including, without limitation, patents and copyrights) held by, and terms and conditions of any license agreements with, applicable vendor software providers, excluding PwCES and its Affiliates.

8.06 Assignment. To the extent any of the Materials may not, by operation of law, be owned by the party to which ownership has been granted (as described in this Article), each party agrees to assign and hereby assigns, without further consideration, the ownership of all right, title and interest in all United States of America and foreign copyrights in such Materials to the other party, and such assignee party shall have the right to obtain and hold in its own name copyrights, registrations, renewals and all other rights relating or pertinent thereto.

8.07 Inventions. The term "Invention" means any idea, concept, know-how or technique that either party first conceives or reduces to practice in connection with performance of the Services during this Agreement and for which a patent application is or could be filed. Inventions will be treated as follows:

- (i) if made by Equifax personnel, it shall be Equifax property and Equifax grants PwCES a nonexclusive, perpetual, irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon;
- (ii) if made by PwCES personnel, it shall be PwCES's property and PwCES grants Equifax a nonexclusive, perpetual, irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon;
- (iii) if made by PwCES and Equifax personnel jointly (a) it shall be PwCES's property, (b) PwCES grants Equifax a nonexclusive, perpetual irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon, (c) if PwCES intentionally decides not to pay any or all of the required maintenance fees for the patent for such Invention, it shall promptly notify Equifax of its decision and if Equifax elects to pay any such fee, PwCES shall assign such

patent to Equifax and PwCES shall retain a license equivalent to that granted to Equifax pursuant to

subsection (b) above, (d) Equifax shall have the right to file for and obtain ownership of patent and other intellectual property rights with respect to such Invention in any territory where Equifax plans to use such Invention if PwCES has not so filed or fails to so file within sixty (60) days of written notice to PwCES and PwCES shall retain a license equivalent to that granted to PwCES pursuant to subsection (c) above and (e) the owner of a patent in a territory shall reimburse the other party with respect to any enforcement or other actions with respect to such patent and shall retain all damages awarded thereon;

- (iv) all licenses granted to either party include the right to make, have made, use, have used, import, offer to sell, sell, lease or otherwise transfer any apparatus, or practice and have practiced any method and shall include the right to grant, directly or indirectly, revocable or irrevocable sublicenses to Affiliates of such party; and
- (v) nothing contained in this Agreement shall be deemed to grant any license under any patents or patent applications arising out of any other inventions of either party.

8.08 Licenses. To the extent that either PwCES or Equifax licenses any Materials of the other party to a third party, each such license shall be in writing and shall contain provisions that protect the owning party's intellectual property rights in such Materials, including, without limitation, confidentiality provisions and provisions that appropriately limit the use and number of copies of the Materials.

8.09 Sale of an Affiliate. Equifax may extend to (i) an Affiliate sold or otherwise transferred to a third party, (ii) a business unit of Equifax or an Affiliate that is sold or otherwise transferred to a third party, or (iii) a business unit of Equifax or an Affiliate of Equifax that is distributed via a stock dividend or other distribution to the stockholders of Equifax (collectively a "Transferred Affiliate"), in each case for such Transferred Affiliate's own internal use only, the rights in Materials granted to Equifax pursuant to this Article 8; provided, however, such Transferred Affiliate must agree in writing to be bound by the obligations set forth in this Article 8 and by provisions that protect PwCES's intellectual property rights in such Materials, including, without limitation, confidentiality provisions and provisions that appropriately limit the use (by or for such Transferred Affiliate only) and number of copies of such Materials and provided further that PwCES had provided Services to such Affiliate or business unit.

#### ARTICLE 9. CONFIDENTIALITY AND DATA

9.01 Confidential Information. The term "Confidential Information" means the terms and conditions of this Agreement and all information, data, knowledge and know-how (in whatever form and however communicated) relating directly or indirectly to the disclosing party (or to its Affiliates or contractors, or to its or their businesses, operations, properties, products, markets or financial positions) that is delivered or disclosed by such party or any of its officers, directors, partners, members, employees, agents, Affiliates or shareholders to the other party in writing, electronically, orally or through visual means, or that such party learns or obtains aurally, through observation or analyses, interpretations, compilations, studies or evaluations of such information, data, knowledge or know-how. All information that qualified as Confidential Information pursuant to the Confidentiality Agreement dated June 25, 1998 by and between PwCES and Equifax shall be deemed Confidential Information under this Agreement.

9.02 Ownership. All Equifax Data shall be owned by Equifax. Without limiting the foregoing, Equifax may use the Equifax Data in any manner, and may provide the Equifax Data to third parties. PwCES shall not use the Equifax Data except in connection with the provision of the Services, and shall not disclose, sell, assign, lease or otherwise provide the Equifax Data to third parties, except as specifically permitted by Equifax in writing or as necessary to perform the Services. Upon request of Equifax, and at any time during the term of this Agreement, and upon expiration or termination of this Agreement for any reason, PwCES shall promptly provide copies of all or any part of the Equifax Data to Equifax, in the form or format and on the media requested by Equifax; provided, however, that Equifax shall reimburse PwCES for its costs to provide the Equifax Data in a form or format not then being currently used by PwCES to provide the Services. Upon expiration or termination of this Agreement, and completion of all Termination Services, PwCES shall destroy, and cause all of its contractors, agents and Affiliates to destroy, all copies of the Equifax Data, and the

Account Executive of PwCES shall certify the same to Equifax in writing.

- 9.03 Loss of Status. Confidential Information shall not include information, data, knowledge and know-how, as shown by written records, that (i) is known to the receiving party prior to disclosure to such party, (ii) is in the public domain prior to disclosure to such party, (iii) enters the public domain through no violation of this Agreement after disclosure to such party, (iv) such party receives from a third party not under obligation of confidentiality to the disclosing party or (v) the receiving party independently develops without reliance on Confidential Information.
- 9.04 Limited Use and Access. Each party shall keep in confidence and prevent the unauthorized duplication, use and disclosure of Confidential Information. Confidential Information may only be used for furthering the purposes of this Agreement and providing the Services hereunder. Each party shall, upon expiration or termination of this Agreement or otherwise upon demand, at the other party's option, either return to the other party or destroy and certify in writing to the other party the destruction of any and all documents (the term "document," as used in this Article, shall include, without limitation, any writing, instrument, agreement, letter, memorandum, chart, graph, blueprint, photograph, financial statement or data, telex, facsimile, cable, tape, disk or other electronic, digital, magnetic, laser or other recording or image in whatever form or medium), papers and materials and notes thereon in each party's possession, including copies or reproductions thereof, to the extent they contain Confidential Information of the party; provided, however, the foregoing shall not apply to Confidential Information to the extent it is a part of any license or other ongoing agreement between the parties following termination or expiration of this Agreement or that survives the termination or expiration of this Agreement. In addition, each party shall be entitled to retain one copy of the other party's Confidential Information in such party's legal files solely for purposes of resolving Disputes. Each party agrees that it will protect the confidentiality of Confidential Information through the exercise of the same procedures that it uses in preserving and safeguarding its own proprietary information, which procedures shall at a minimum constitute reasonable care. Each party will limit access to Confidential Information to only those of its employees, agents and contractors having a need-to-know in connection with this Agreement. When a party discloses Confidential Information to any of its employees, agents or contractors, such party will inform them of the restrictions on duplication, use and disclosure to third parties.
- 9.05 Proper Disclosures. Subject to Section 9.04, each party shall keep the Confidential Information confidential and shall not disclose such information to any third party without the prior written approval of the other party, except that (i) PwCES may disclose general information relating to the scope of Services and the duration of this Agreement to potential buyers of PwCES and persons or entities engaged in the valuation of PwCES and may disclose information as agreed upon by the parties to potential clients, (ii) Equifax may disclose general information relating to the scope of Services and the duration of this Agreement to potential buyers of Equifax or any one or more Affiliates of Equifax, (iii) PwCES may disclose the terms and conditions of this Agreement as necessary to comply with most favored customer provisions in agreements with other customers of services similar to the Services, (iv) either party may disclose the provisions of this Agreement to bankers and other financial institutions in the ordinary course of business and (v) either party may disclose the provisions of this Agreement to the extent required by any applicable law, regulation or rules of any stock exchange. The party disclosing the other party's Confidential Information (except pursuant to (v)) to a third party shall require the third party to enter into a confidentiality agreement protecting such Confidential Information.
- 9.06 Injunctive Relief. Each party acknowledges that the other party may suffer irreparable damage in the event of a breach or threatened breach of any provision of this Article. Accordingly, in such an event, notwithstanding Articles 12 and 13, such party shall be entitled to preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages.
- 9.07 No License. The parties acknowledge and agree that (i) each party maintains that the Confidential Information contains valuable trade secrets and (ii) all rights to Confidential Information are reserved by the disclosing party. No license, express or implied, by estoppel or otherwise, under any trade secret right, trademark, patent, copyright or other proprietary right or applications that are now or may hereafter be owned by a party, is granted by the disclosure of Confidential Information under this Agreement.

9.08 Residual Information. The receiving party and its Affiliates shall be free to use the residuals of such Confidential Information provided by the disclosing party for any purpose, including, without limitation, use in the development, manufacturing, marketing and maintenance of its products and services subject only to its obligations with respect to disclosure set forth herein and any copyrights and patents of the disclosing party. The term "residuals" means information in non-tangible form that may be retained in the unaided memories of those employees who have had access to the Confidential Information of the other party during the term of this Agreement. The receiving party and its Affiliates may use the documents and other tangible materials containing the Confidential Information of the disclosing party only for the purposes of this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment or reassignment of PwCES's

employees within PwCES or its Affiliates and Equifax's employees within Equifax or its Affiliates.

#### ARTICLE 10. COVENANTS

10.01 Non-Solicitation. Except as otherwise expressly provided in this Agreement, including, without limitation on Exhibit 11, or with PwCES's written consent, during the term of this Agreement and for two (2) years after the later of the cessation of Termination Services and the date of termination or expiration, Equifax agrees not to solicit or hire any of PwCES's, or its Affiliates' and contractors', partners, employees and agents that become known to Equifax as a result of Services provided under this Agreement. Except as otherwise expressly provided in this Agreement or with Equifax's written consent, during the term of this Agreement and for two (2) years after termination or expiration of this Agreement, PwCES agrees not to solicit or hire any of Equifax's, or its Affiliates' and contractors', partners, employees and agents that become known to PwCES as a result of providing Services under this Agreement. Notwithstanding the foregoing, either party may at any time hire any contractor, partner, employee or agent of the other party that responds to a general solicitation to the public.

10.02 Cooperation. During the term of this Agreement, each party shall provide to the other party reasonable cooperation and assistance in connection with its performance of its obligations under this Agreement.

#### ARTICLE 11. REPRESENTATIONS AND WARRANTIES

11.01 By Equifax. Equifax represents and warrants to PwCES as follows:

- a. Authority. Equifax (i) is a corporation duly incorporated, validly existing and in good standing under the laws of Georgia, (ii) has full corporate power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by Equifax and constitutes a valid and binding agreement of Equifax, enforceable against Equifax in accordance with the terms of this Agreement.
- c. No Default. Neither the execution and delivery of this Agreement by Equifax, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which Equifax is a party or which is otherwise applicable to Equifax, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon Equifax's ability to perform its obligations under this Agreement.
- d. Agreements and Software. Subject to the receipt of any required consents or approvals, (i) the Equifax Software and the rights PwCES shall obtain under the Transferred Agreements constitute all the software and rights that Equifax used prior to the Commencement Date to perform for itself the tasks, functions and projects addressed by the Services (except for software and rights that PwCES has elected not to acquire from Equifax) and (ii) Equifax has the right and authority to assign, license or sublicense the Equifax Software and Transferred Agreements to PwCES, except where any failure of the foregoing will not prevent PwCES from performing

substantially in accordance with this Agreement or will increase PwCES's cost to provide the Services.

- e. Assets. The Transferred Assets shall be free of liens and encumbrances.
- f. No Infringement. The Equifax Software owned by Equifax and Equifax-created modifications or derivative works of Equifax Software licensed by Equifax do not infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- g. Third Party Agreements. All of Equifax's obligations with respect to the Third Party Agreements accruing prior to or attributable to periods prior to the Commencement Date have been or will be satisfied in accordance with their terms.

11.02 By PwCES. PwCES represents and warrants to Equifax as follows:

- a. Authority. PwCES (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware, (ii) has full power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by PwCES and constitutes a valid and binding agreement of PwCES, enforceable against PwCES in accordance with the terms of this Agreement.
- c. No Default. Neither the execution and delivery of this Agreement by PwCES, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which PwCES is a party or that is otherwise applicable to PwCES, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon PwCES's ability to perform its obligations under this Agreement.
- d. No Infringement. The PwCES Software does not infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- e. Services. PwCES shall render Services using personnel that are qualified and shall render Services consistent with good commercial practice in PwCES's industry.

11.03 By PwC. PwC represents and warrants to Equifax as follows:

- a. Authority. PwC (i) is a limited liability partnership, duly organized, validly existing and in good standing under the laws of Delaware, (ii) has full power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by PwC and constitutes a valid and binding agreement of PwC, enforceable against PwC in accordance with the terms of this Agreement.
- c. No Default. Neither the execution and delivery of this Agreement by PwC, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which PwC is a party or that is otherwise applicable to PwC, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon PwC's ability to perform its obligations under this Agreement.

11.04 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE.

ARTICLE 12. DISPUTE RESOLUTION

- 12.01 Account Executives. All Disputes shall be referred to the Account Executives prior to escalation to the Services Oversight Committee. If the Account Executives are unable to resolve, or do not anticipate resolving, the Dispute within ten (10) days after referral of the Dispute to them, the parties shall submit the Dispute to the Services Oversight Committee.
- 12.02 Services Oversight Committee. The Services Oversight Committee shall meet at least once every sixty (60) days during the term of this Agreement or at such other time as either party may designate upon notice to the other party for the purposes of monitoring the parties' performance under this Agreement and of resolving Disputes that may arise under this Agreement. The Services Oversight Committee shall consider Disputes in the order such Disputes are brought before it. In the event the Services Oversight Committee is unable to resolve a Dispute within fifteen (15) days of the date of the first meeting during which such Dispute was considered, the Services Oversight Committee shall notify the senior executive selected by each party pursuant to Section 12.03. No Dispute under this Agreement shall be the subject of arbitration or other formal proceedings between Equifax and PwCES before being considered by the Services Oversight Committee and senior management, pursuant to Section 12.03, except for an action to seek injunctive relief to stay a breach of this Agreement.
- 12.03 Senior Management. Either party may, upon receipt of a notice from the Services Oversight Committee pursuant to Section 12.02, elect to utilize a non-binding dispute resolution procedure whereby each presents its case at a hearing before a panel consisting of one (1) senior executive of each of the parties. If a party elects to use the procedure set forth in this Section, the other party shall participate. The hearing shall occur within ten (10) business days after a party serves notice to use the procedure set forth in this Section. Each party may be represented at the hearing by lawyers. If the matter cannot be resolved at the hearing, each party's only recourse shall be binding arbitration as provided in Article 13 and the proceedings occurring pursuant to this Section shall be without prejudice to the legal position of either party. Except as provided in Section 12.04, no arbitration may commence concerning the Dispute until thirty (30) business days have elapsed from the first day of the hearing under this Section. Each party shall bear its respective costs incurred in connection with the procedure set forth in this Section, except that the parties shall share equally in the cost of the facility for the hearing.
- 12.04 Expedited Resolution. If a Dispute arises because Equifax believes that Critical Service Levels are not being met or that such Dispute relates to (i) matters that materially and adversely impact its business operations or (ii) compliance with applicable laws, and either party initiates the dispute resolution provisions set forth in Articles 12 and 13 for such Dispute, the time period set forth in Section 12.01 shall be changed to twenty-four (24) hours and either party may elect to bypass the Services Oversight Committee as provided in Section 12.02 and refer the Dispute directly from the Account Executives to senior management as provided in Section 12.03, and the thirty (30) business day period in Section 12.03 shall be reduced to fifteen (15) days. Except as expressly modified by this Section 12.04, all other provisions of Articles 12 and 13 shall apply to a Dispute.

ARTICLE 13. ARBITRATION

- 13.01 Panel. The arbitration shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. Such members shall select a third member of the panel. The party demanding arbitration shall communicate its demand therefore in writing, identifying the nature of the Dispute and the name of its arbitrator, to the other party. The other party shall then be bound to name, in writing, its arbitrator within twenty (20) days after receipt of such demand. Failure or refusal of the other party to name its arbitrator within the twenty (20) day time period shall empower the demanding party to name the second arbitrator as well. If the two (2) arbitrators are unable to agree upon a third arbitrator within twenty (20) days after the second arbitrator is named, the American Arbitration Association ("AAA") shall appoint a third arbitrator from candidates submitted by both parties.
- 13.02 AAA. The commercial rules of the AAA shall apply to any arbitration under this Agreement, except to the extent the provisions of this Article vary therefrom.

- 13.03 Decisions. Decisions of the panel shall be made by majority vote. The panel is empowered to render awards enjoining a party from performing any act prohibited or compelling a party to perform any act directed by this Agreement. The panel may not award punitive damages.
- 13.04 Interim Orders. The panel may issue such interim orders in accord with principles of equity as may be necessary to protect any party from irreparable harm during the pendency of any arbitration before it. Any such order shall be without prejudice to the final determination of the controversy.
- 13.05 Location. The proceeding before the panel shall be held in Atlanta, Georgia, or as otherwise agreed upon by the parties.
- 13.06 Expedited Schedule. The arbitration shall be conducted on an expedited schedule. Unless otherwise agreed by the parties, the parties shall make their initial submissions to the panel and the hearing shall commence within thirty (30) days of the initiation of proceedings. The hearing shall be completed within twenty (20) days thereafter.
- 13.07 Prompt Award. The award shall be made promptly by the panel, and, unless agreed by the parties, no later than thirty (30) days from the closing of the hearing. Any failure to render the award within the foregoing time period shall not affect the validity of such award.
- 13.08 Discovery. The parties shall be entitled to discovery of all documents and information reasonably necessary for a full understanding of any Dispute raised in the arbitration relating to this Agreement. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure, including, without limitation, depositions, requests for admission and requests for production of documents. The time periods applied to these discovery methods shall be set by the panel so as to permit compliance with the scheduling provisions of this Article.
- 13.09 Binding Decisions. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C.ss.ss.1-14, and such court shall enter forthwith an order confirming such decision or award.

#### ARTICLE 14. YEAR 2000 AND EURO

- 14.01 Year 2000 Background. Equifax acknowledges that, because of programming assumptions previously made in the computer industry, certain existing and future computer programs (including, without limitation, applications, utilities and operating systems software), databases and documentation for such programs and databases may not perform as originally designed with respect to date data processing as the Year 2000 draws closer and beyond.
- 14.02 Year 2000 Disclaimer. Equifax recognizes that it is responsible for the resolution of any Year 2000 problem that is the result of software, systems, equipment or other items or materials made available to PwCES to provide the Services. Except as expressly provided in this Agreement or in a Change Order, PwCES is not providing any Year 2000 services (for example, Year 2000 assessment, conversion or testing) under this Agreement. PwCES shall not be responsible for a failure to perform the Services under this Agreement, if such failure is the result, directly or indirectly, of (i) the inability of any products (for example, hardware, software or firmware) other than the PwCES Products ("Other Products") to correctly process, provide or receive date data (i.e., representations for month, day and year) and to properly exchange date data with the PwCES Products or deliverables provided by PwCES under this Agreement or (ii) modifications made by Equifax, its employees or any third party (excluding any PwCES employees, agents or contractors) to any PwCES Products or such deliverables. PwCES assumes no responsibilities or obligations to cause products or deliverables provided by PwCES to accurately exchange date data with Other Products or to cause Other Products to accurately exchange date data with products or deliverables provided by PwCES; unless, such Other Products can properly exchange accurate date data with products or deliverables provided by PwCES under this Agreement. If Equifax requests PwCES to undertake to remedy any such problem, such an undertaking shall be an Additional Service, subject to a Change Order.
- 14.03 NO WARRANTY. EQUIFAX RECOGNIZES THAT NEITHER PWCES NOR ITS AFFILIATES WILL WARRANT THAT ANY YEAR 2000 WORK PERFORMED BY PWCES OR ITS AFFILIATES ON THE TRANSFERRED ASSETS OR EQUIFAX SOFTWARE WILL SUCCEED IN RESOLVING SATISFACTORILY ALL OR ANY SPECIFIC YEAR 2000 PROBLEM. SUBJECT TO THE FOREGOING, PWCES WILL PERFORM, WITHOUT ANY WARRANTIES (EXPRESS OR IMPLIED), THE YEAR 2000 WORK THAT IS SPECIFICALLY SET FORTH HEREIN AS PART OF THE SERVICES.

14.04 Euro Disclaimer. PwCES shall not be responsible for a failure to perform the Services under this Agreement, if such failure is the result, directly or indirectly, of the inability of any Other Products (i) to perform all functions set out in the specification for more than one currency and for any common currency adopted by one or more members of the European Union (the "Euro"), (ii) to comply with all legal requirements applicable to the Euro in any jurisdiction, including, without limitation, the rules on conversion and rounding set out in the EC Regulation number 1103/97, (iii) to display and print all symbols and codes adopted by any government or any other European Union body in relation to the Euro or (iv) to properly exchange Euro data with the PwCES Products or deliverables provided by PwCES under this Agreement.

#### ARTICLE 15. BREACH; REMEDIES

15.01 Limitation of Remedy. PwCES shall not be liable for its failure to perform to the extent PwCES's failure is due to (i)

a failure by Equifax or any third party retained by, or under the control of, Equifax to provide hardware, software, services, data or materials that Equifax or such third party is required to provide to PwCES under this Agreement and that PwCES requires to perform the Services, (ii) a failure by Equifax to timely and accurately perform its responsibilities as set forth in this Agreement, (iii) an audit conducted pursuant to Article 5, (iv) a failure by Equifax to obtain consents or approvals for PwCES's agents and contractors to use the Equifax Software or exercise rights under the Transferred Agreements, (v) a failure by Equifax to timely and accurately provide input data or review output produced by PwCES as a result of the Services or (vi) a problem associated with the Year 2000 or Euro, to the extent provided in Article 14.

15.02 Equifax's Failure to Perform Responsibilities. In the event Equifax or any of its licensors or contractors fail to perform any of its or their responsibilities in connection with any Services, then PwCES may, in its sole discretion, after providing notice to Equifax of such failure by Equifax or any of Equifax's licensors or contractors, perform Equifax's responsibility and charge Equifax for all reasonable costs and expenses incurred as a result of performing Equifax's responsibility. PwCES may not charge Equifax in excess of twenty-five thousand dollars (\$25,000.00) per failure pursuant to this Section without Equifax's consent.

15.03 Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for the payment of money) if and to the extent such default or delay is caused, directly or indirectly, by acts of God, governmental acts, accidents, wars, terrorism, riots or civil unrest, labor disputes, fires, storms, earthquakes, floods or elements of nature, or any other cause beyond the reasonable control of such party, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming party through the use of commercially reasonable alternative sources, workaround plans or other means (individually, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the nonperforming party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. If any Force Majeure Event substantially prevents, hinders, or delays performance of the Services necessary for the performance of a critical business function of Equifax for more than fifteen (15) consecutive days, then Equifax may procure such Services from an alternate source (whereupon the Charges hereunder shall be reduced accordingly irrespective of any minimum revenue commitment set forth in Exhibit 1). If any Force Majeure Event continues for more than sixty (60) consecutive days, then Equifax may terminate this Agreement as of a date specified by Equifax in a written notice of termination to PwCES pursuant to Section 16.01h. This Section does not limit or otherwise affect the parties' obligations regarding disaster recovery services as set forth in Exhibit 14.

15.04 Limitation of Liability. Each party's, its Affiliates' and its and their contractors' and licensors' liability for damages (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute or otherwise) arising out of or relating to any performance or nonperformance of Services under this Agreement shall be limited in the aggregate for all claims to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the twelve (12) months prior to the

occurrence of the first event that is the subject of the first claim (or if twelve (12) months have not yet elapsed since the Initial Commencement Date for a Set of Exhibits, then twelve (12) times the average monthly payments made by Equifax to PwCES for recurring Services since the Initial Commencement Date for such Set of Exhibits) (the "Cap"). Both parties acknowledge and agree that any such payment by the other party shall be the final remedy in the event of an exhaustion of all other remedies hereunder and shall not be deemed or alleged by the other party to have failed of its essential purpose. If a party's liability under this Agreement does not exceed four million dollars (\$4,000,000) in any consecutive three (3) year period for a Set of Exhibits, then the Cap for such party shall be reduced from the amount set forth above to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the nine (9) months prior to the occurrence of the first event that is the subject of the first claim. Notwithstanding the foregoing, for (i) a breach of Article 9 and (ii) indemnification claims set forth in Sections 17.01(vi), 17.01(ix) and 17.02(viii), an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the (y) six (6) months preceding the period set forth above if such period is twelve (12) months and (z) nine (9) months preceding the period set forth above if such period has been reduced to nine (9) months, shall be added to the Cap. The Cap for indemnification claims set forth in Section 17.01(x) with respect to Transitioned Employees for the first twelve (12) months after the Initial Commencement Date shall be equal to the amount of insurance set forth in Section 19.06(iv). For purposes of this Section 15.04, if, after an event giving rise to a claim there is a subsequent event giving rise to a claim that is related to the prior claim, then the time periods described above shall be measured from the date of the subsequent event.

- 15.05 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR SAVINGS INCURRED BY THE OTHER PARTY, ITS CONTRACTORS OR ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SAME.
- 15.06 Exclusions. The limitations or exculpation of liability set forth in Sections 15.04 and 15.05 are not applicable to (i) the failure of Equifax to make payments due under this Agreement, (ii) indemnification claims as set forth in Sections 17.01(i), 17.02(i), 17.01(v) and 17.02(vii), (iii) damages caused by the intentional misconduct of the breaching party, (iv) any Termination Charges, (v) Performance Credits or Performance Bonuses or (vi) payments made pursuant to Exhibit 11. The limitations set forth in Section 15.04 are not applicable to indemnification claims as set forth in Sections 17.01(vii), 17.02(ix), 17.01(x), 17.01(xii), 17.02(iii), 17.02(v), 17.02(vi), 17.02(xi) and 17.02(xii). The exculpation of liability set forth in Section 15.05 is not applicable to a breach of Article 9 or indemnification for third party claims pursuant to Article 17.
- 15.07 Affiliates of PwCES. Except as set forth in Article 18, with regard to any claim or action against PwCES or its Affiliates, Equifax shall look solely to PwCES and the assets of PwCES in satisfaction of any claim or action relating to PwCES's obligations under this Agreement and in no event shall (i) any Affiliate of PwCES be liable for any obligation under or in connection with this Agreement or (ii) any member or partner of PwCES or any Affiliate of PwCES be personally liable for any obligation of PwCES under or in connection with this Agreement, and no recourse may be had or sought against the assets of any Affiliate of PwCES or the assets of any member or partner of PwCES or any Affiliate of PwCES in satisfaction of any such obligation. Nothing in this Section shall be deemed to relieve PwCES of any liability under this Agreement.
- 15.08 Limitation. Neither party shall make any claim against the other party more than two (2) years after such party knew or should have known of the breach or other event giving rise to such claim.

#### ARTICLE 16. TERMINATION

- 16.01 Conditions of Termination. In addition to expiration at the end of the term specified in Article 2, this Agreement may be terminated under the following circumstances, subject to any Charges that may be applicable as set forth below and in Exhibits 1 and 11.
- a. Convenience. At any time (i) after the third anniversary of the Initial Commencement Date or (ii) before such third anniversary if there is a Change of Control of Equifax, Equifax may deliver to PwCES written notice of its intent to terminate this Agreement for convenience. The termination notice shall specify a termination date no sooner than six (6) months after the date of the notice.

- b. Equifax for Cause. Equifax may terminate this Agreement in the event of PwCES's material breach (in the form of a single event or series of events) of its obligations or warranties, if such material breach is not cured within fifteen (15) days after Equifax notifies PwCES in writing of such material breach; provided, however, that if after using commercially reasonable efforts such breach could not be cured by PwCES within such fifteen (15) day period, the cure period for such breach shall be extended for an additional thirty (30) days (provided that such breach is capable of cure and PwCES continues to diligently pursue such cure), unless otherwise agreed in writing.
- c. Partial Termination by Equifax for Cause. Equifax may terminate a Service, in whole or in part, if PwCES consistently fails to (i) substantially perform such Service or (ii) meet a Service Level with respect to such Service. Equifax shall provide PwCES with written notice of its intent to so terminate, which notice shall specify a termination date no less than ninety (90) days after the date of the notice, and the minimum revenue commitment set forth in Exhibit 1 shall be appropriately adjusted.
- d. PwCES for Cause. Subject to Equifax's right as set forth in Section 4.04e to withhold disputed payment amounts, PwCES may terminate this Agreement in the event of Equifax's material breach (in the form of a single event or series of events) of its obligations or warranties, if such material breach is not cured within fifteen (15) days after PwCES notifies Equifax in writing of such material breach; provided, however, that if after using commercially reasonable efforts such breach (other than one relating to the payment of money) could not be cured by Equifax within such fifteen (15) day period, the cure period for such breach shall be extended for an additional thirty (30) days (provided that such breach is capable of cure and Equifax continues to diligently pursue such cure), unless otherwise agreed in writing.
- e. Change of Control of Equifax. PwCES shall have the right to terminate this Agreement immediately upon a Change of Control of Equifax that results in control of Equifax by any entity set forth in Exhibit 17.
- f. PwCES for Impairment of Independence. Each of PwCES and Equifax shall promptly notify the other regarding potential Impairment of Independence situations about which it becomes aware. In the event of any potential Impairment of Independence, PwCES and Equifax shall consider all reasonable alternatives to reconcile such potential Impairment of Independence in order to maintain the relationship between the parties, including, without limitation:
- (i) obtaining a favorable resolution from the SEC and the AICPA;
  - (ii) changes within PwCES or its Affiliates as to how it or they organize its or their outsourcing business; and
  - (iii) changes in scope of the Services.

If the potential Impairment of Independence is not resolved to the satisfaction of PwCES and Equifax within thirty (30) days of the notice given above or the time period required by the applicable regulations, then PwCES shall have the right to terminate this Agreement, in whole or in part; provided, however, that if PwCES terminates this Agreement in part, the minimum revenue commitment set forth in Exhibit 1 shall be reduced appropriately, and Equifax may, within thirty (30) days of receipt of notice of such partial termination, terminate this Agreement with respect to the affected Set of Exhibits if the portion of this Agreement terminated in part by PwCES represents a material portion of the Services under such Set of Exhibits such that continuing to receive the remaining Services under such Set of Exhibits does not present a viable business case to Equifax, as determined by Equifax in its reasonable discretion. If Equifax exercises its right pursuant to the preceding sentence (x) the Set of Exhibits shall, for purposes of Exhibit 11, have been deemed to have been terminated by PwCES for the event that created the Impairment of Independence that led to the termination in part by PwCES or (y) if the Set of Exhibits terminated is the only Set of Exhibits, this Agreement shall, for purposes of Exhibit 11, have been deemed to have been terminated in whole by PwCES

for the event that created the Impairment of Independence that led to the termination in part by PwCES.

- g. Equifax for Change of Control of PwC or PwCES. Equifax shall have the right to terminate this Agreement immediately upon the sale of a controlling interest of PwC or PwCES to any entity set forth in Exhibit 17.
- h. Equifax for Force Majeure. Equifax shall have the right to terminate this Agreement pursuant to Section 15.03.
- i. Equifax for Additional Charges. If the Base Charges for Services provided on the Initial Commencement Date are increased pursuant to Section 3.03(ii) by more than eleven percent (11%) from the amount set forth on Exhibit 1, then Equifax may, on not less than six (6) months prior written notice, terminate this Agreement. This right to terminate may only be exercised by Equifax within thirty (30) days after the end of the twelve (12) month period referred to in Section 4.06.
- j. Maximum Liability. If a party is liable for damages in excess of the applicable Cap, the other party may terminate this Agreement upon not less than six (6) months notice, unless the party that exceeded its Cap agrees, within thirty (30) days after receiving notice of the other party's intention to terminate this Agreement, to reset such Cap to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the three (3) months prior to the occurrence of the first event that is the subject of the first claim with respect to any liability arising after receipt of such notice.

16.02 Effects of Termination or Expiration. Exhibit 11 sets forth the parties' respective obligations and rights under each possible circumstance of termination or expiration; provided, however, termination pursuant to Sections 16.01b, c and d shall not constitute a party's exclusive remedy for a breach of this Agreement, and neither party shall be deemed to have waived any of its rights accruing hereunder prior to such termination.

16.03 Termination Charge. If applicable, Equifax shall pay PwCES the Termination Charge specified in Exhibit 1 (i) on the date PwCES ceases to provide the Continuing Services if this Agreement is terminated pursuant to Section 16.01a or (ii) the earlier of thirty (30) days from the date of notice of termination and the date PwCES ceases to provide the Continuing Services if this Agreement is terminated pursuant to any other Section. The Termination Charge for any partial termination (e.g., termination of a Service or reduction in the list of Affiliates of Equifax) shall be calculated by applying the percentage of charges attributable to the reduction in Services pro rata against the Termination Charge for termination of the entire Agreement. With respect to those termination events for which the Termination Charge applies, Equifax acknowledges that the Termination Charge plus the costs to be paid by Equifax pursuant to Exhibit 11 constitute liquidated damages for the loss of the bargain, are not a penalty and are a reasonable approximation of PwCES's damages under the circumstances as can best be determined as of the date of this Agreement. In consideration for payment of the applicable Termination Charge and such costs, Equifax shall have no liability, and PwCES shall not allege that Equifax has any liability, for claims relating solely to the termination of this Agreement.

16.04 Critical Services. The parties acknowledge that the performance of the Services will be critical to the operations of Equifax and its Affiliates. Accordingly, notwithstanding any other provision in this Agreement to the contrary, except Sections 3.16 and 4.04c and except for an intentional breach of Article 9, PwCES shall not voluntarily withhold the provision of the Services under any circumstances.

#### ARTICLE 17. INDEMNIFICATION

17.01 PwCES Indemnification of Equifax. PwCES shall indemnify and hold harmless Equifax and its Affiliates and their respective officers, directors, employees, members, partners, agents, successors and assigns from, and shall defend Equifax against, any costs, liabilities, fines, penalties, damages or expenses (including reasonable attorneys' fees and amounts paid in settlement) arising out of or relating to:

- (i) any claim by a third party that the Services, the PwCES Products, or any work performed by PwCES, or work performed by PwCES's agents, consultants or contractors with respect to the PwCES Products, under this Agreement infringes the proprietary rights of any third party;

- (ii) any alleged act or omission by PwCES or any of its employees giving rise to potential liability arising out of or relating to (a) any unlawful discrimination or harassment, (b) PwCES employee benefits or (c) any other aspect of the employment relationship or the termination of the employment relationship relating to a Transitioned Employee, arising on or after such Transitioned Employee's starting date with PwCES (including claims for breach of an express or implied contract of employment), except to the extent any such claim arises from the wrongful act of Equifax;
- (iii) any unlawful discrimination by PwCES in selecting the Equifax Selected Employees;
- (iv) materials prepared by PwCES pursuant to Section 7.01;
- (v) claims for personal injuries, death or damage to tangible personal or real property to the extent caused by acts or omissions of PwCES or its Affiliates, contractors and agents, including negligence;
- (vi) claims arising from a violation of any federal, state, local or foreign law, rule or regulation or failure to comply with the provisions of the documents governing the benefit plans covered by Exhibit 2 to the extent caused by acts or omissions of PwCES;
- (vii) claims arising out of any Transferred Agreement after the date such Transferred Agreement is transferred to PwCES, except to the extent any such claim arises from the failure of Equifax to obtain the appropriate consents or approvals;
- (viii) claims arising from PwCES's provision of any services to any third party from the same facilities from which the Services are provided to Equifax;
- (ix) claims arising out of PwCES's use (in providing the Services to Equifax) of any Equifax Software licensed by Equifax from a third party, to the extent due to PwCES's (or any of its agents' or subcontractors') breach of the third party's license agreement with Equifax, excluding, however, any claim arising from the failure of Equifax to obtain the appropriate consents or approvals for such use, or any claims arising under Section 17.02 below;
- (x) claims arising from fraud committed by a PwCES employee (this obligation with respect to a Transitioned Employee during the first twelve (12) months after the Initial Commencement Date is limited as set forth in Section 15.04);
- (xi) claims or suits attributable to breaches of PwCES's express representations and warranties contained in this Agreement; and
- (xii) PwCES's tax liabilities arising from PwCES's provision of Services, as set forth in Section 4.05.

17.02 Equifax Indemnification of PwCES. Equifax shall indemnify and hold harmless PwCES and its Affiliates and their respective officers, directors, employees, members, partners, agents, successors and assigns from, and shall defend PwCES against, any costs, liabilities, damages or expenses (including reasonable attorneys' fees and amounts paid in settlement) arising out of or relating to:

- (i) any claim by a third party that the use by PwCES, in the performance of the Services to Equifax and its Affiliates in accordance with this Agreement, of any Equifax Software or other software owned or licensed by Equifax accessed by, used by or assigned by Equifax to PwCES infringes the proprietary rights of any third party, but excluding any claims relating to any changes or modifications to the Equifax Software or such other software made by PwCES or its Affiliates or contractors;
- (ii) any alleged act or omission by Equifax or its employees giving rise to potential liability arising out of or relating to (a) any unlawful discrimination or

harassment, (b) Equifax employee benefits not expressly assumed by PwCES, (c) any representations, oral or written, made by Equifax to Transitioned Employees or (d) any other aspect of the employment relationship or the termination of the employment relationship relating to a Transitioned Employee, arising prior to such Transitioned Employee's starting date with PwCES, including, without limitation, claims that Equifax has violated the WARN Act or other claims arising as a result of the transition, claims for breach of an express or implied contract of employment, Equifax employee benefits plans, policies or programs or with respect to any claims by Equifax Selected Employees under such plans, policies or programs or otherwise with respect to services rendered or events or incidents that occur prior to a Transitioned Employee's starting date with PwCES;

- (iii) the failure of Equifax to obtain any consent or approval as required under Section 3.12b;
- (iv) claims or suits attributable to breaches of Equifax's express representations and warranties contained in this Agreement;
- (v) Equifax tax liabilities accruing prior to the Commencement Date;
- (vi) Equifax's tax liabilities arising from PwCES's provision of Services, as set forth in Section 4.05;
- (vii) claims for personal injuries, death or damage to tangible personal or real property to the extent caused by acts or omissions of Equifax or its Affiliates, contractors or agents, including negligence;
- (viii) claims arising from a violation of any federal, state, local or foreign law, rule, regulation or order to the extent caused by acts or omissions of Equifax;
- (ix) claims arising out of any Transferred Agreement before the date such Transferred Agreement is transferred to PwCES;
- (x) shareholder derivative suits against Equifax;
- (xi) claims made by Affiliates of Equifax related to Services provided under this Agreement; and
- (xii) claims (a) by Julian Carr arising from events that occur while he is an employee of Equifax except to the extent caused by the wrongful act of PwCES, and (b) arising out of his acts or omissions that occur while he is an employee of Equifax performing a portion of the Services.

17.03 General Equifax Indemnity. Without limiting PwCES's liability to Equifax under this Agreement related to meeting PwCES's obligations to perform the Services in accordance with the terms of this Agreement, Equifax agrees to indemnify and defend PwCES and its Affiliates and hold PwCES and its Affiliates harmless from any and all third party claims, actions, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to the use by Equifax of the Services in the operation of Equifax's business. The indemnification set forth in this Section shall not apply to claims arising out of or related to PwCES's negligence, willful misconduct or breach of this Agreement, or violation of any law, rule, regulation or order, to the extent such negligence, willful misconduct, breach or violation is the cause of such claim.

17.04 Indemnification Procedure.

- a. In General. The indemnified party shall notify the indemnifying party of any claim under this Article within thirty (30) days (or such shorter period as may be required to respond to a third party claim) after receipt of notice. A party required to indemnify the other party under this Agreement shall have no obligation for any claim under this Article if:
  - (i) the indemnified party fails to notify the indemnifying party of such claim as provided above, but only to the extent that the defense of such claim is prejudiced by such failure;

- (ii) the indemnified party fails to tender control of the defense of such claim to the indemnifying party; or
  - (iii) the indemnified party fails to provide the indemnifying party with all reasonable cooperation in the defense of such claim (the cost thereof to be borne by the indemnifying party).
- b. Consent. The indemnifying party shall have no obligation for any claim under this Agreement if the indemnified party makes any admission or settlement regarding such claim without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld.
- c. Participation. The indemnified party shall have the right (but not the obligation) to participate in such defense or settlement, in which event each party shall pay its respective attorneys' fees.

#### ARTICLE 18. PWC

PwC shall be jointly and severally liable for the obligations of PwCES under this Agreement. For the avoidance of doubt, the joint and several liability of PwC and PwCES under this Agreement shall not entitle Equifax to double recovery for any one claim. PwC shall not be deemed the employer of any Transitioned Employee.

#### ARTICLE 19. MISCELLANEOUS

- 19.01 Independent Contractors. Each of PwCES and Equifax is an independent contractor. Neither party shall have any authority to bind the other party unless expressly agreed in writing. Nothing in this Agreement shall be construed to create a partnership, agency or employer-employee relationship between PwCES and Equifax, and in no event shall PwCES and Equifax be deemed joint employers. The rights, obligations and liabilities of the parties shall be several and not joint or collective.
- 19.02 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument.
- 19.03 Entire Agreement. Except as otherwise provided herein, this Agreement, including the Exhibits hereto, represents the entire understanding and agreement between the parties, and supersedes any prior agreement, understanding or communication between the parties, with respect to the subject matter hereof. This Agreement may only be amended by a writing executed by both parties.
- 19.04 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 19.05 Assignment. Neither party may assign or transfer this Agreement, or any of its rights and obligations under it, without the prior written consent of the other party. Notwithstanding the foregoing, (i) either party may assign or transfer this Agreement, and its rights and obligations under it, to one of its Affiliates, provided (a) the Affiliate agrees in writing to the obligations of the assigning or transferring party set forth in this Agreement, (b) such party guarantees the obligations of such Affiliate and (c) such assignment or transfer does not create an Impairment of Independence and (ii) subject to Section 16.01e, Equifax may assign this Agreement in connection with the sale of all or substantially all of its assets.
- 19.06 Insurance. During the term of this Agreement, PwCES shall maintain and keep in full force and effect, at its sole cost and expense, insurance as set forth below with an insurance company licensed to do business in the location where the Services are to be performed.
  - (i) Commercial General Liability insurance including, without limitation, contractual liability coverage that indicates this Agreement is a "covered contract," premises, completed operations, broad-form property damage, independent contractors and personal injury liability in an amount not less than two million dollars (\$2,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate;
  - (ii) Workers Compensation insurance in accordance with

statutory requirements as well as Employer's Liability insurance with limits not less than \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 and such insurance shall cover all individuals who will be used in any capacity by PwCES in performing Services;

- (iii) Automobile Liability insurance (including owned, non-owned, hired and loaned vehicles) with a combined single limit of not less than one million dollars (\$1,000,000.00) for bodily injury and property damage;
- (iv) Fidelity Bond/Commercial Crime insurance covering employee dishonesty, including, without limitation, dishonest acts of PwCES and its employees, agents or subcontractors and such insurance shall also include third party liability coverage and be written for limits not less than ten million dollars (\$10,000,000.00);
- (v) Professional Liability insurance for operations performed for Equifax and its employees or customers with limits of liability not less than fifty million dollars (\$50,000,000.00) each claim and fifty million dollars (\$50,000,000.00) aggregate; and
- (vi) Umbrella/Excess Liability insurance on a follow form basis with a limit of not less than twenty million dollars (\$20,000,000.00) for each occurrence and twenty million dollars (\$20,000,000.00) aggregate and such umbrella insurance shall name as underlying policies the Commercial General Liability, Employer's Liability and Auto Liability insurance coverage required above.

- 19.07 Order of Precedence. In the event of a Dispute, the terms of this Agreement, the Exhibits and any Change Orders shall be interpreted in the following order of precedence: (i) the terms of a Change Order shall take precedence, (ii) followed by the terms of an Exhibit and (iii) followed by the terms in this Agreement. Notwithstanding the foregoing sentence, a Change Order may only amend an Exhibit or this Agreement by express reference to the term or condition of the Exhibit or this Agreement that is to be amended.
- 19.08 Remedy. Nothing in this Agreement shall prevent any disputing or allegedly aggrieved party from pursuing a temporary restraining order, injunctive relief or other equitable relief from a court of competent jurisdiction against the other party at any time if the disputing or allegedly aggrieved party believes in good faith that a breach or threatened breach of any of the provisions of this Agreement would cause it irreparable harm.
- 19.09 Survival. To the extent a provision of this Agreement, including, without limitation, Articles entitled Breach; Remedies, Indemnification, Confidentiality and Data, Dispute Resolution, Arbitration and Miscellaneous, provides for rights, interests, duties, claims, undertakings and obligations subsequent to the termination or expiration of this Agreement, such provision of this Agreement shall survive such termination or expiration.
- 19.10 Required Approvals. Each party shall obtain all necessary licenses, permits and approvals of this Agreement required by any governmental agency, at its sole cost and expense.
- 19.11 Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations.
- 19.12 Waiver. Except as set forth in Section 3.11c, the failure of either party to insist upon the strict and punctual performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting the right to require such performance, nor should a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach whether of a similar nature or otherwise.
- 19.13 Unenforceable Terms. In the event any term or provision of this Agreement shall for any reason be declared or held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction or by the arbitrators contemplated

by Article 13, each party shall agree that (i) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and (ii) such term or provision shall be (a) reformed to the extent necessary to render such term or provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law or (b) interpreted and construed as if such term or provision, to the extent unenforceable, had never been contained herein.

19.14 Further Assurances. During the term of this Agreement and at all times thereafter, each party shall provide to the other party, at its request, reasonable cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, samples, exhibits, specimens and any other documentation) as necessary to effect the terms of this Agreement.

19.15 References to Articles, Sections and Exhibits. Unless otherwise specified herein, all references herein to an Article, Section, or Exhibit shall be deemed to be references to the corresponding Article, Section or Exhibit of this Agreement.

19.16 Governing Law, Submission to Jurisdiction and Service of Process. All rights and obligations of the parties relating to this Agreement shall be governed by and construed in accordance with the law of the State of New York, without giving effect to any choice-of-law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Each party shall bring any suit, action or other proceeding to enforce the obligation of the other party hereto to resolve a Dispute in accordance with Article 13 in a court of competent jurisdiction sitting in the State of Georgia, and each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may have, whether now or in the future, to the laying of venue in, or to the jurisdiction of, any and each of such courts for the purpose of any such suit, action, proceeding or judgment and further waives any claim that any such suit, action proceeding or judgment has been brought in an inconvenient forum, and each party hereto hereby submits to such jurisdiction. Each party hereto hereby agrees that service of process may be completed in any such suit, action or proceeding by any reasonable means calculated to assure actual notice, including, without limitation delivery by Federal Express or other courier service, certified mail or postage prepaid first class mail.

19.17 Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be deemed to have been given (i) five (5) days after mailing when mailed (by registered or certified mail, postage prepaid, only), (ii) on the second day after delivery to a national express courier service (including, without limitation, DHL and Federal Express), (iii) on the date sent when made by facsimile transmission with confirmation of receipt (with hard copy to follow by registered or certified mail, postage prepaid, only or by a national express courier service) and (iv) on the date received when delivered in person or by hand courier, to the address set forth below or such other place or places as such party may from time to time designate in writing. Any party may alter its address set forth above by notice in writing to the other party in the manner set forth herein.

<TABLE>  
<CAPTION>  
<S>

if to PwCES:

PwCES LLC  
50 Hurt Plaza, Suite 1700  
Atlanta, GA 30303  
Attention: Karl Sachsenmaier  
Telephone: 404-658-8740  
Facsimile: 404-658-8899

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

PricewaterhouseCoopers LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Attention: Office of General Counsel  
Telephone: 212-707-6754  
Facsimile: 212-259-5142

if to PwC:

PricewaterhouseCoopers LLP  
50 Hurt Plaza, Suite 1700  
Atlanta, GA 30303  
Attention: Karl Sachsenmaier  
Telephone: 404-658-8740  
Facsimile: 404-658-8899

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

PricewaterhouseCoopers LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Attention: Office of General Counsel

<C>

if to Equifax:

Equifax Inc.  
1600 Peachtree Street  
Atlanta, GA 30309  
Attention: John T. Chandler  
Telephone: 404-888-5047  
Facsimile: 404-885-8988

with a copy (which shall not constitute notice)

Equifax Inc.  
1600 Peachtree Street  
Atlanta, GA 30309  
Attention: General Counsel  
Telephone: 404-888-5093  
Facsimile: 404-885-8682

Telephone: 212-707-6754  
Facsimile: 212-259-5142

</TABLE>

- 19.18 No Third Party Beneficiary Status. Except as expressly stated herein with respect to each party's Affiliates and contractors, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other party.
- 19.19 Headings. Headings and captions contained in this Agreement are for convenience only and do not substantively affect the terms of this Agreement.
- 19.20 Expenses. Each party shall be responsible for the costs and expenses associated with the preparation or completion of this Agreement and the transactions contemplated hereby.
- 19.21 Equifax Most Favored Vendor Provision. If PwCES provides any services to a third party from the same facilities from which the Services are provided to Equifax, which services include or utilize any internet, intranet or other network security, verification or authentication product or service then offered by Equifax (including, without limitation, digital signature, certification or authentication products or services), (collectively, "Equifax Products"), Equifax shall have a right of first refusal to provide the Equifax Products to PwCES in connection with such third party services.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative, has hereby executed this Human Resources Business Process and Support Services Agreement.

Agreed to by:

PWCES LLC  
By: /s/ Larry B. Quimby  
Name: Larry B. Quimby  
Title: V.P.

EQUIFAX INC.  
By: /s/ John T. Chardler  
Name: John T. Chardler  
Title: Corporate V.P.

PRICEWATERHOUSECOOPERS LLP  
By: /s/ Larry B. Quimby  
Name: Larry B. Quimby  
Title: Partner

FIRST AMENDMENT TO  
HUMAN RESOURCES BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of June 11, 1999, is made by and between PwCES LLC, a Delaware limited liability company ("PwCES") and PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC") on the one hand, and Equifax Inc., a Georgia corporation ("Equifax") on the other hand.

RECITALS

WHEREAS, the parties have entered into that certain Human Resources Business Process and Support Services Agreement, dated as of June 4, 1999 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement;

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

1. Section 3.12(b) of the Agreement is amended by deleting the last sentence thereof and substituting in lieu thereof the following:

"PwCES's use of the Equifax Software licensed by Equifax will be subject to the restrictions of the third party license agreements with the licensors of such Equifax Software (except to the extent such restriction prohibit PwCES from using such Equifax Software), and Equifax appoints PwCES as Equifax's agent for the limited purpose of using such Equifax Software to provide the Services, subject to the restrictions of such third party license agreements, but not for the purpose of entering into any oral or written agreements for or on behalf of Equifax with respect to such Equifax Software."

This Amendment shall be construed in connection with and as part of the Agreement, and except as modified and expressly amended by this Amendment, all

terms, conditions and covenants contained in the Agreement shall be and remain in full force and effect. Any and all notices, requests, orders and other instruments executed and delivered after the execution of this Amendment may refer to the Agreement without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context otherwise requires.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has hereunto executed this Amendment.

PwCES LLC

EQUIFAX INC.

By: Larry B. Quimby  
-----  
Name: Larry B. Quimby  
Title: Vice President

By: John T. Chandler  
-----  
Name: John T. Chandler  
Title: Corporate Vice President

PRICEWATERHOUSECOOPERS LLP

By: Larry B. Quimby  
-----  
Name: Larry B. Quimby  
Title: Partner

EXHIBIT 10.28

SCHEDULE OF OMITTED EXHIBITS  
OF THE  
HUMAN RESOURCES BUSINESS PROCESS  
AND SUPPORT SERVICES AGREEMENT

The following exhibits to the Human Resources Business Process and Support Services Agreement, dated as of June 4, 1999 (the "HR Agreement"), among PwCES LLC ("PwCES"), PricewaterhouseCoopers LLP ("PwC"), and Equifax, Inc. ("Equifax"), as amended by the First Amendment to Human Resources Business Process and Support Services Agreement, dated as of June 11, 1999, among PwCES, PwC, and Equifax are omitted from this filing. Equifax agrees to provide to the Commission supplementally upon request copies of all exhibits described below.

Exhibit 1 - is a financial exhibit containing (a) a statement of base charges - ----- for the ten year term of the HR Agreement; (b) a statement of baseline services to be provided by PwCES; (c) a statement of incremental charges for additional costs to Equifax for additional services provided by PwCES; (d) a statement of incremental credits to Equifax for sub baseline provision of services by PwCES; (e) an inflation adjustment index; (f) provisions for the calculation of performance credits and bonuses; (g) a statement of termination charges; (h) a statement of threshold limits with respect to services provided in the HR Agreement; (i) a statement of the minimum revenue commitment; (j) a statement of the pool of resources to be made available to Equifax by PwCES; and (k) a statement of procedures with respect to third party agreements.

Exhibit 2 - (a) sets forth a general description and a detailed description of - ----- base services to be provided by PwCES to Equifax in the United States and Canada which include: (i) human resource management, (ii) staffing services, (iii) benefits services, (iv) compensation / salary administration services, (v) employee relations services, (vi) career development services, (vii) payroll services, (viii) separation services, (ix) miscellaneous human relations process services, and (x) information technology services; (b) provides that service levels will be developed and refined after the execution of the HR Agreement; and (c) sets forth service level reporting guidelines for PwCES.

Exhibit 3 - has been intentionally left blank.  
- -----

Exhibit 4 - shows that there have been no transferred agreements, and provides a - ----- reference to determine transferred assets.

Exhibit 5 - describes the transition plan pursuant to which PwCES will begin - ----- providing services to Equifax.

Exhibit 6 - sets forth employees that will be affected by the provisions of the - ----- HR Agreement as follows: (a) employees of Equifax that may be

affected; (b) key Equifax personnel for whom PwCES will attempt to assist Equifax in documenting services provided by such personnel in case such personnel fail to enter into independent contractor agreements with PwCES; (c) it describes the hiring plan of PwCES for selected Equifax employees; and (d) and (e) will be attached after execution of the HR Agreement to set forth employees who have made the transition from being employed by Equifax to being employed by PwCES and those persons that will be key employees of PwCES, respectively.

Exhibit 7 - is a list of Equifax affiliates.

- -----

Exhibit 8 - shows that there is no PwCES software relevant to the HR Agreement.

- -----

Exhibit 9 - is a list of Equifax owned and licensed software relevant to the HR Agreement.

- -----

Exhibit 10 - provides for an operating level agreement to be developed and refined after the execution of the HR Agreement, and inserted after the execution of the HR Agreement.

- -----

Exhibit 11 - sets forth termination provisions and services to be provided by PwCES to Equifax upon termination.

- -----

Exhibit 12 - describes facilities owned by Equifax to which PwCES will have access to and use of.

- -----

Exhibit 13 - sets forth projects on which Equifax employees are currently working, and on which certain employees will continue working as they transition from being employed by Equifax to being employed by PwCES, for the purpose of calculating base charges to be paid from Equifax to PwCES.

- -----

Exhibit 14 - sets forth a schedule for implementation of a business recovery plan and a disaster recovery plan for PwCES technology, for Equifax software and related hardware, and for critical business processes.

- -----

Exhibit 15 - sets forth (a) a change of control procedure; (b) a bill of sale, assignment, and power of attorney; and (c) a confidentiality agreement to be used among Equifax, PwCES, and third parties.

- -----

Exhibit 16 - sets forth certain assumptions to be considered with respect to the HR Agreement.

- -----

Exhibit 17 - is (a) a list of Equifax competitors, and (b) a list of PwCES competitors.

- -----

Exhibit 18 - shows that there is no third party software with respect to the HR Agreement.

- -----

Exhibit 19 - sets forth a list of agreements between Equifax and third parties with respect to the HR Agreement.

- -----

## FINANCE AND ACCOUNTING BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT

This FINANCE AND ACCOUNTING BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT (the "Agreement"), dated as of June 4, 1999, is made by and between PwCES LLC, a Delaware limited liability company with an office at 50 Hurt Plaza, Suite 1700, Atlanta, Georgia 30303 ("PwCES") and PricewaterhouseCoopers LLP, a Delaware limited liability partnership with an office at 1301 Avenue of the Americas, New York, NY 10019 ("PwC") on the one hand, and Equifax Inc., a Georgia corporation with an office at 1600 Peachtree Street, Atlanta, Georgia 30309 ("Equifax") on the other hand.

## RECITALS

WHEREAS, Equifax and PwCES desire to enter into an agreement for the provision and use of certain business process and support services, including business process design, improvement, operation, management and support, as well as related ancillary services;

WHEREAS, PwCES desires to provide to Equifax such business process and support services;

WHEREAS, Equifax desires to purchase from PwCES such business process and support services, under the terms and conditions set forth below; and

WHEREAS, the parties intend for PwCES to increase the efficiency and cost-effectiveness of such business process and support services, to improve the performance and delivery of such business process and support services and to identify and apply techniques, tools and technologies that would improve the provision of such business process and support services.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## ARTICLE 1. DEFINITIONS

The following terms, when used in this Agreement with initial capital letters, shall have the respective meanings set forth in this Article.

- 1.01 Account Executive. The term "Account Executive" means the individual appointed by each party to act (i) as the primary point of contact with the other party in dealing with each party's obligations under this Agreement and (ii) in the case of PwCES, as the executive in charge of overseeing the provision of the Services.
- 1.02 Additional Services. The term "Additional Services" means the tasks, functions and projects outside the scope of the Continuing Services that PwCES may provide to Equifax on terms to be mutually agreed upon and set forth in a Change Order.
- 1.03 Affiliate. The term "Affiliate" means, with respect to a party, any entity at any tier that controls, is controlled by, or is under common control with that party, and with respect to PwCES, any entity (whether or not incorporated) that carries on business under a name that includes all or part of the PricewaterhouseCoopers name or is otherwise within (or connected or associated with an entity within), or is a correspondent firm of, the worldwide network of PricewaterhouseCoopers firms. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.
- 1.04 Agreement. The term "Agreement" means this Finance and Accounting Business Process and Support Services Agreement and all Exhibits attached hereto and incorporated herein by this reference.
- 1.05 Ancillary Services. The term "Ancillary Services" means the tasks, functions and projects that (i) are outside the scope of the Continuing Services, (ii) relate to the Services and affect PwCES's provision of Services (including, for example, services provided by a Third Party Provider whose relationship with Equifax is managed by PwCES pursuant to this Agreement) and (iii) may be provided to Equifax by PwCES on terms to be mutually agreed upon and set forth in a Change Order.
- 1.06 Assumptions. The term "Assumptions" means the circumstances, metrics,

principles, financial data, standards, computer systems, platforms and general information disclosed by Equifax or used by PwCES as a basis for determining the scope of Services, Service Levels and Charges, as set forth in Exhibit 16.

- 1.07 Base Charge. The term "Base Charge" means the amount PwCES shall charge to Equifax for the provision of Continuing Services at the Baseline levels, excluding any (i) Incremental Charge or Incremental Credit relating to such Services and (ii) Charges for Additional Services, Ancillary Services or Termination Services, as set forth in Exhibit 1.
- 1.08 Baseline. The term "Baseline" means the base amount of a Service to be provided by PwCES to Equifax with respect to the Continuing Services as set forth in Exhibit 1, excluding (i) any incremental Service generating Incremental Charges or Incremental Credits or (ii) Additional Services, Ancillary Services or Termination Services.
- 1.09 Change Control Procedure. The term "Change Control Procedure" means the procedure set forth in Section 3.10 for (i) increasing, decreasing or amending (a) a Service beyond the Threshold Limits, (b) a Service Level or (c) the Charges or (ii) adding Additional Services or Ancillary Services.
- 1.10 Change of Control. The term "Change of Control" with respect to a party means any (i) consolidation or merger of such party or any entity that possesses directly or indirectly the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting securities, by trust, management, agreement, contract or otherwise (each, a "Party Company") with or into another entity or entities (whether or not such Party Company is the surviving entity), excluding any such consolidation or merger with or into an Affiliate of such party, (ii) any sale or transfer by any Party Company of all or substantially all of its assets (excluding any such sale to an Affiliate), (iii) any sale, transfer or issuance or series of sales, transfers or issuances of shares or other equity interests of any Party Company by such Party Company or the equity holders thereof, as a result of which one equity holder, or a group of equity holders acting in concert, possess the voting power (under ordinary circumstances) to elect a majority of such Party Company's board of directors (or other equivalent managing group) or (iv) the bankruptcy, liquidation or dissolution of a Party Company. Notwithstanding the foregoing, no transaction of the type described in clauses (i), (ii) or (iii) of this Section shall constitute a Change of Control if, as of immediately following such transaction, the equity holders of a party that possess the voting power (under ordinary circumstances) to elect a majority of such party's board of directors (or other equivalent managing group) as of immediately prior to such transaction continue to own (directly or indirectly through one or more Party Companies) a sufficient amount of the outstanding capital stock or equity interests of each Party Company possessing the voting power (under ordinary circumstances) to elect a majority of such Party Company's board of directors (or other equivalent managing group).
- 1.11 Change Order. The term "Change Order" means a document (i) increasing, decreasing or amending (a) a Service beyond the Threshold Limits, (b) a Service Level or (c) the Charges or (ii) adding Additional Services or Ancillary Services, as executed pursuant to the Change Control Procedure, in substantially the form set forth in Exhibit 15.
- 1.12 Charges. The term "Charges" means, collectively, the (i) Base Charges, (ii) Incremental Charges, (iii) charges for Additional Services, Ancillary Services and Termination Services and (iv) any other charges provided under this Agreement, as set forth in Exhibit 1 and Change Orders.
- 1.13 Commencement Date. The term "Commencement Date" means the date on which PwCES begins to provide Services to Equifax or its Affiliates, as agreed upon by the parties, and as set forth in Exhibit 7. There may be a separate Commencement Date for each of Equifax or its Affiliates, for a particular Service or set of Services. Except where the context dictates otherwise, the Commencement Date shall be the applicable Commencement Date for Equifax or its Affiliates.
- 1.14 Continuing Services. The term "Continuing Services" means (i) a task, function or project or (ii) a set of related tasks, functions or projects, to be performed by PwCES on a continuing basis, as set forth in Exhibit 2, and tasks and functions not specifically described in Exhibit 2 that are required for and are incidental and directly related to the proper performance of such Continuing Services and that were being performed prior to the Commencement Date by a Transitioned Employee or an employee of Equifax that is not a Transitioned Employee but whose job responsibilities are described in Exhibit 2 (and not by a Third Party Provider).
- 1.15 Critical Service Level. The term "Critical Service Level" means any

Service Level identified in Exhibit 2 or a Change Order as a Critical Service Level.

- 1.16 Dispute. The term "Dispute" means any dispute, controversy or claim, including, without limitation, situations or circumstances in which the parties are required to mutually agree on additions, deletions or changes to terms, conditions or Charges, arising out of, or relating to, this Agreement.
- 1.17 Dispute Resolution Process. The term "Dispute Resolution Process" means the process for resolving Disputes set forth in Articles 12 and 13.
- 1.18 Equifax. The term "Equifax" means Equifax Inc. and, unless context dictates otherwise, its Affiliates receiving Services under this Agreement. Exhibit 7 sets forth the list of the Affiliates of Equifax, the operations and the locations for which Services will be provided as of the Commencement Date.
- 1.19 Equifax Data. The term "Equifax Data" means (i) all data and information provided or submitted by Equifax in connection with the Services and (ii) all such data and information processed or stored, and/or then provided to Equifax, as part of the Services, including, without limitation, data contained in forms, reports and other similar documents provided by PwCES as part of the Services.
- 1.20 Equifax Selected Employees. The term "Equifax Selected Employees" means employees of Equifax to whom employment will be offered by PwCES as listed in Exhibit 6 and pursuant to the terms set forth in the Hiring Plan.
- 1.21 Equifax Software. The term "Equifax Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) owned or licensed by Equifax that will be used by PwCES in providing Services under this Agreement, as set forth in Exhibit 9.
- 1.22 Exhibit. The term "Exhibit" means an attachment to this Agreement as such attachment may be amended from time to time, each one of which is incorporated herein by this reference.
- 1.23 Hiring Plan. The term "Hiring Plan" means the plan, set forth in Exhibit 6, containing the terms and conditions by which PwCES will (i) offer employment to and hire Equifax Selected Employees and (ii) employ and compensate Transitioned Employees.
- 1.24 Impairment of Independence. The term "Impairment of Independence" means the occurrence or existence of any event or circumstance that PwCES or its Affiliates determines, in its sole but good faith judgment, that, as a result of the Services provided or to be provided under this Agreement, is inconsistent with (i) the obligations of PwCES or its Affiliates under the Code of Professional Ethics of the AICPA, (ii) any law, rule or regulation, or guideline or policy of any third party, applicable to PwCES or its Affiliates, including, without limitation, those of the Securities and Exchange Commission of the United States or (iii) guidelines and policies of PwCES or its Affiliates that relate to audit independence or otherwise interpret any such law, rule, regulation, guideline or policy.
- 1.25 Incremental Charge. The term "Incremental Charge" means, with respect to any particular Service, an increase, as set forth in Exhibit 1, to be applied on a monthly basis to the Base Charge as a result of the quantity of a particular Service exceeding the applicable Baseline, but within the Threshold Limits as provided in Section 3.05a.
- 1.26 Incremental Credit. The term "Incremental Credit" means, with respect to any particular Service, a decrease, as set forth in Exhibit 1, to be applied on a monthly basis, to the Base Charge as a result of the quantity of a particular Service falling below the applicable Baseline, but within the Threshold Limits as provided in Section 3.05a.
- 1.27 Inflation Adjustment Index. The term "Inflation Adjustment Index" means the inflation index set forth in Exhibit 1.
- 1.28 Information System. The term "Information System" means the information system described in Exhibit 3.
- 1.29 Information System Implementation Plan. The term "Information System Implementation Plan" means the implementation plan for the Information System, as set forth in Exhibit 3, that describes the milestones, estimated time line, responsibilities and processes for analysis, design, development and implementation of the Information System.
- 1.30 Initial Commencement Date. The term "Initial Commencement Date" means the first Commencement Date set forth in Exhibit 7.

- 1.31 Key Personnel. The term "Key Personnel" means those Equifax Selected Employees and contractors identified as such in Exhibit 6.
- 1.32 Key PwCES Employees. The term "Key PwCES Employees" means the PwCES employees set forth in Exhibit 6.
- 1.33 Operating Level Agreements. The term "Operating Level Agreement" means that level of service that Equifax shall provide in performing certain of its responsibilities upon which PwCES is reliant in providing Services, as set forth in Exhibit 10.
- 1.34 Performance Bonuses. The term "Performance Bonuses" means those bonuses to be given to PwCES as set forth in Exhibit 1.
- 1.35 Performance Credits. The term "Performance Credits" means those credits to be given to Equifax as set forth in Exhibit 1.
- 1.36 Pool of Resources. The term "Pool of Resources" means the number of full-time equivalents set forth in Exhibit 1.
- 1.37 PwCES. The term "PwCES" means PwCES LLC.
- 1.38 PwCES Products. The term "PwCES Products" means PwCES Software and any hardware, software or firmware that PwCES uses to provide the Services, except for any hardware, software or firmware that is a Transferred Asset, Equifax Software or the subject of a Transferred Agreement.
- 1.39 PwCES Software. The term "PwCES Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) or databases developed or owned by PwCES and used by PwCES in providing the Services, as set forth in Exhibit 8.
- 1.40 Service. The term "Service" means (i) a task, function or project or (ii) a set of related tasks, functions or projects to be performed by PwCES, as set forth in Exhibit 2, including Continuing Services, Additional Services, Ancillary Services and Termination Services.
- 1.41 Service Level. The term "Service Level" means, with respect to any Service, the minimum quality and level of service required for that Service, as set forth in Exhibit 2.
- 1.42 Services Oversight Committee. The term "Services Oversight Committee" means the committee, comprised of management personnel of both PwCES and Equifax assigned under the terms of Article 6 that shall be authorized and responsible for (i) generally overseeing the performance of this Agreement, (ii) making strategic and tactical decisions in respect of the establishment, budgeting and implementation of priorities and plans with respect to the Services and (iii) monitoring and resolving Disputes in accordance with Article 12.
- 1.43 Set of Exhibits. The term "Set of Exhibits" means a set of Exhibits entered into contemporaneously for a particular set of Services.
- 1.44 Termination Charge. The term "Termination Charge" means the charge payable by Equifax to PwCES as set forth in Exhibit 1.
- 1.45 Termination Provisions. The term "Termination Provisions" means those provisions relating to the termination of this Agreement, as set forth in Exhibit 11.
- 1.46 Termination Services. The term "Termination Services" means the tasks and functions PwCES is to perform in anticipation of and following the termination or expiration of this Agreement in order to achieve an orderly transfer of Services from PwCES to Equifax or to Equifax's designee, as set forth in Exhibit 11.
- 1.47 Territory. The term "Territory" means the geographic locations set forth in Exhibit 2.
- 1.48 Third Party Agreement. The term "Third Party Agreement" means an agreement set forth in Exhibit 19 pursuant to which a Third Party Provider provides services to Equifax.
- 1.49 Third Party Provider. The term "Third Party Provider" means any of Equifax's third party providers of services.
- 1.50 Third Party Software. The term "Third Party Software" means any computer programs (including, without limitation, applications, utilities and operating systems software) or databases, along with their supporting documentation, that are used under a license by PwCES from a third party to provide the Services, as set forth in Exhibit 18.
- 1.51 Threshold Limit. The term "Threshold Limit" means, with respect to a Service, the maximum increase or decrease in the quantity of a Service

provided to Equifax from the Baseline that PwCES shall undertake without the need for a Change Order, as set forth in Exhibit 1.

- 1.52 Transferred Agreements. The term "Transferred Agreements" means those licenses of software and all other agreements between Equifax and a third party set forth in Exhibit 4 that Equifax is to assign to PwCES and that PwCES is to assume under this Agreement.
- 1.53 Transferred Assets. The term "Transferred Assets" means the equipment, furnishings and other assets set forth in Exhibit 4 to be transferred by Equifax to PwCES for the provision of the Services.
- 1.54 Transitioned Employees. The term "Transitioned Employees" means those Equifax Selected Employees who accept PwCES's offer of employment and are hired by PwCES, as set forth in Exhibit 6.
- 1.55 Transition Period. The term "Transition Period" means the period beginning on the Commencement Date and continuing as set forth in the Transition Plan.
- 1.56 Transition Plan. The term "Transition Plan" means the document setting forth anticipated time lines and general activities of each of PwCES and Equifax during the transition of the tasks, functions and projects addressed by the Services from Equifax to PwCES, as set forth in Exhibit 5.
- 1.57 WARN Act. The term "WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar foreign, state or local law, regulation or ordinance.

## ARTICLE 2. TERM

This Agreement shall be effective as of the execution of this Agreement by both parties and shall continue until the tenth (10th) anniversary of the Initial Commencement Date, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically be renewed for two (2) year periods under the then-current terms and conditions, unless either party shall have provided written notice to the other party at least one (1) year before the expiration of the then-current term of its intention not to renew.

## ARTICLE 3. SERVICES

- 3.01 [INTENTIONALLY OMITTED]
- 3.02 Services. Beginning on the Commencement Date, PwCES shall provide the Services as set forth in Exhibit 2 or any Change Order. The responsibilities of PwCES and Equifax with respect to the Services are set forth in Exhibit 2 or the applicable Change Order.
- 3.03 Transition Period.
- During the Transition Period, the parties shall:
- (i) Work together to implement the Transition Plan; and
  - (ii) Develop and refine Baselines, Services, Service Levels, Threshold Limits, Operating Level Agreements and Charges to be applicable after the Transition Period and negotiate in good faith Change Orders reflecting such changes; provided, however, except as otherwise mutually agreed upon by the parties in writing, any increases in Charges, and any reductions in Baselines and Threshold Limits, as a result of such development and refinement during the Transition Period, shall be made only if and to the extent they relate to (a) an incorrect Assumption that arises out of inaccurate information provided by Equifax or a failure of Equifax to provide to PwCES information Equifax has and that is requested by PwCES or (b) a mutual mistake by the parties. In the event that the parties are unable to agree on such Change Orders during the Transition Period, the matter shall be resolved through the Dispute Resolution Process.
- 3.04 Service Levels.
- a. Existing Services. During the Transition Period, PwCES shall provide the Services consistent with the manner in which the tasks, functions or projects addressed by the Services were delivered by Equifax prior to the Commencement Date or as mutually agreed upon and set forth in Exhibit 2. In those instances where there is neither sufficient nor historical data available to establish Service Levels, the parties shall mutually agree and establish such Service Levels during the

Transition Period. After the Transition Period, PwCES shall provide the Services consistent with the Service Levels as mutually agreed upon and as set forth in Exhibit 2, which in no event shall be less than the manner in which the services were provided by Equifax prior to the Commencement Date.

- b. Future Services. With respect to Additional Services and Ancillary Services provided by PwCES during the term of this Agreement, PwCES shall provide such Services in accordance with the Service Levels to be set forth in Exhibit 2, or in accordance with other mutually agreed standards.
- c. Review. Beginning the earlier of (i) two (2) years from the Initial Commencement Date and (ii) the date that the Information System is in day-to-day operation, and every two (2) years thereafter, during the term of this Agreement, the parties shall meet and evaluate the Service Levels and the need to revise them.
- d. Reporting. PwCES shall report to Equifax regarding the performance of the Services relative to the Service Levels according to the guidelines set forth in Exhibit 2.
- e. Performance Credits. If PwCES fails to meet a Critical Service Level for any one (1) month period, or if PwCES fails to meet any other Service Level for three (3) consecutive months, Equifax shall be entitled to the Performance Credits set forth in Exhibit 1.
- f. Performance Bonuses. After the first benchmarking pursuant to Section 3.04h, the parties shall negotiate in good faith regarding the use and amount of Performance Bonuses if PwCES exceeds certain Critical Service Levels as set forth in Exhibit 1.
- g. Service Level Analysis and Resolution. Upon notice from Equifax of PwCES's failure to meet a Service Level, PwCES shall as soon as reasonably practicable (i) perform an analysis to identify the cause of such failure, (ii) provide Equifax with a report thereon and the procedure for correcting the failure and (iii) provide reasonable assurances to Equifax that the failure shall not recur.
- h. Benchmarking. PwCES shall improve the quality of the Services during the term of this Agreement. Beginning two (2) years after the Initial Commencement Date, and every two (2) years thereafter, the parties shall cause an independent third party (the "Benchmarker") to conduct a benchmark study of the primary Services, as determined by the Services Oversight Committee, to assess the quality of the Services. The Benchmarker may not be any entity listed on Exhibit 17. If there is any Dispute regarding the Services to be benchmarked, the parties shall focus the benchmark study on the Services related to the Critical Service Levels. The fees of the Benchmarker shall be shared equally by the parties. Using consistent methodologies and, to the extent reasonably possible, objective measurements, the Benchmarker shall evaluate each specified Service with regard to Charges and performance (including quality of service) and shall compare the same to similar services provided to other companies in the Territory of a size similar to that of Equifax by service providers that have made investments similar to those made by PwCES with respect to the Services (or, if the service providers included in the study have not made investments similar to those made by PwCES, appropriate adjustments shall be made by the Benchmarker to account for the difference in investments). If the benchmark study shows that the level of performance being achieved by PwCES in relation to the Charges (the "Performance/Price Ratio") for each of the Services is not above the average Performance/Price Ratio of the other companies in the study, then the Services Oversight Committee shall determine, within forty-five (45)

days after release of the benchmark study, what changes, if any, should be made to the Services or Charges and by when such changes should be made. If the Services Oversight Committee is unable to agree on the changes, if any, to be made to the Services or Charges or when such changes should be made, the matter shall be submitted to the Dispute Resolution Process. The cost of implementing such changes shall be borne by PwCES, except to the extent that the parties agree that PwCES will employ significant new technologies to implement such changes, in which case the parties shall negotiate in good faith a Change Order that reflects the parties' agreement to share in the cost of the employment of those significant

new technologies. If Equifax fails to implement a reengineering project as described in Section 3.13, which project is commercially reasonable in light of the circumstances, and such failure is the cause of PwCES's Performance/Price Ratio falling below the average described above for a particular Service, then this Section 3.04h shall not apply to such Service.

3.05 Changes in Services. Following the Transition Period:

- a. Within Threshold. If the increase, decrease or change from the Baseline is within the Threshold Limits for the specific Service in question, then PwCES shall increase or decrease the Charges for that Service by the Incremental Charge or Incremental Credit, as the case may be, as specified in Exhibit 1, or in an appropriate Change Order.
- b. Beyond Threshold. If the increase, decrease or change from the Baseline exceeds the Threshold Limits, then the parties shall promptly negotiate in good faith the terms of a Change Order, subject to Section 4.07a and Exhibit 1. The Change Order shall specify, among other things, the adjustment to the Base Charge for the Service in question.
- c. Requirements. If either party reasonably determines that the quantity of a Continuing Service has materially increased, decreased or otherwise changed beyond the Baseline, such party shall notify the other party.
- d. Change Order. The parties shall negotiate in good faith a Change Order reflecting the changes described in this Section. In the event that the parties are unable to mutually agree on the appropriate modification, adjustment or addition to the Charges, the matter shall be submitted to the Dispute Resolution Process.

3.06 Additional Services and Ancillary Services. At Equifax's request, PwCES may provide Additional Services and Ancillary Services. The parties shall negotiate in good faith to establish and mutually agree upon the terms of a Change Order, including, without limitation, the scope of Services, Service Levels and Threshold Limits (if applicable), and Charges pertaining to the Additional Services and Ancillary Services. Equifax acknowledges that PwCES may be able to increase the efficiency and cost-effectiveness of the Services and to improve the performance and delivery of the Services by providing Ancillary Services to Equifax. With respect to any proposed Ancillary Services that Equifax or any Affiliate of Equifax seeks to have provided by a third party, PwCES shall have the right to bid on the provision of such Ancillary Services.

3.07 Third Party Agreements. PwCES shall administer and coordinate the Third Party Agreements in accordance with their terms. PwCES shall provide Equifax with reasonable notice of any renewal, termination or cancellation dates and fees in respect of the Third Party Agreements. Upon the mutual written agreement of PwCES and Equifax, Equifax shall, to the extent permitted by a Third Party Agreement, modify, terminate or cancel any such agreement, and PwCES shall not renew, terminate or cancel any Third Party Agreement without the prior written consent of Equifax. Any modification, termination or cancellation fees or charges imposed upon Equifax in connection with any such modification, termination or cancellation shall be paid by Equifax, unless otherwise agreed upon by the parties in writing. Except with respect to those Third Party Agreements identified as "restricted" on Exhibit 19, if PwCES requests that certain Third Party Agreements be modified, terminated or cancelled and offers to pay any modification, termination or cancellation fees or charges imposed upon Equifax in connection with any such modification, termination or cancellation and Equifax fails to so modify, terminate or cancel, then the parties shall negotiate in good faith a Change Order reflecting appropriate adjustments in Charges, Service Levels and other performance obligations under this Agreement; provided, however, this sentence shall not apply if PwCES requires Equifax to use a Third Party Provider and Equifax is unable to obtain from such Third Party Provider commercially reasonable terms and conditions. Equifax, and not PwCES, shall be responsible for Equifax's performance under the Third Party Agreements and liable to Third Party Providers under the Third Party Agreements for any breach thereof by Equifax, except to the extent PwCES causes such breach. Each of PwCES and Equifax shall promptly inform the other of any breach in connection with any Third Party Agreement that would give rise to a termination right or liability, and any misuse or fraud in connection with any

Third Party Agreement of which a party becomes aware, and the parties shall cooperate with each other to prevent or stay any such breach, misuse or fraud. Subject to Article 15, any penalties or charges (including amounts due to a third party as a result of a party's

failure to promptly notify the other party pursuant to the preceding sentence), associated taxes, legal expenses and other incidental expenses incurred by a party as a result of the other party's non-performance of its obligations under this Section with respect to a Third Party Agreement shall be paid by the nonperforming party. Subject to Article 15, any damages incurred by Equifax as a result of PwCES's non-performance of its obligations under this Section with respect to a Third Party Agreement shall be paid by PwCES, except to the extent such damages arise out of commercially unreasonable terms and conditions in such Third Party Agreement. To the extent permitted by a Third Party Agreement, and as requested by PwCES, Equifax shall appoint PwCES as its agent for all matters pertaining to the Third Party Agreements and promptly notify the appropriate Third Party Providers of such appointment. If a written agreement between Equifax and a Third Party Provider that provides services relating to the Services during the term of this Agreement is located or created, PwCES shall have the right to add to Exhibit 19 any such agreements.

3.08 Disbursements. Beginning on the Commencement Date, PwCES shall (i) receive all invoices submitted by the Third Party Providers pursuant to the Third Party Agreements, (ii) review and correct any errors in any such invoices, (iii) submit such invoices to Equifax for final authorization, (iv) pay such invoices within a reasonable period of time after receiving such authorization and prior to the due date and (v) be responsible for any late fees with respect to such third party invoices (except to the extent such late fees are incurred because of an action or failure to act by Equifax that affects PwCES's ability to pay such invoices on a timely basis). Equifax shall be responsible for any amounts due or payable before the Commencement Date for or in connection with the Third Party Agreements; provided however, that if PwCES receives an invoice relating to such amounts and fails to submit such invoice to Equifax in a timely manner, then PwCES shall be responsible for any late fees in respect of such invoice (except to the extent such late fees are incurred because of an action or failure to act by Equifax that affects PwCES's ability to submit such invoices on a timely basis).

3.09 Termination Services. PwCES shall make available to Equifax the Termination Services under the terms and conditions set forth in Exhibit 11. If Equifax elects to engage a third party to provide services after termination or expiration of this Agreement, then Equifax shall include in its contract with such third party that such third party (i) shall execute a confidentiality agreement in substance the same as is set forth in the form attached in Exhibit 15, to protect PwCES's and its Affiliates' and contractors' proprietary and confidential information and (ii) shall agree in writing not to solicit, for a period of two (2) years, any of PwCES's or its Affiliates' partners, employees or agents that become known to such third party as a result of the transition of the Services from PwCES to such third party.

3.10 Change Control Procedures. In the event that either party wishes (i) a change within the scope of the Services, Baselines, Service Levels or priorities or (ii) a change to the Charges or Exhibits, such requesting party's Account Executive or his or her designee shall submit a written proposal to the other party's Account Executive describing such desired change. Such party's Account Executive shall review the proposal and reject or accept the proposal in writing within a reasonable period of time, but in no event more than thirty (30) days after receipt of the proposal. In the event that the proposal is rejected, the writing shall include the reason for rejection. In the event that the proposal is accepted, the parties shall mutually agree on the changes to be made to this Agreement. The additional or modified Charges, terms and conditions (if any) shall be made only in a written Change Order signed by the Account Executive of each of the parties or his designee (authorized in writing by the applicable party). Notwithstanding the foregoing, if the need for an emergency change arises, either party's Account Executive or his or her designee shall submit a request for such change to the other party's Account Executive and PwCES shall, subject to the other terms and conditions of this Agreement, use commercially reasonable efforts to implement such change promptly and the parties shall thereafter agree upon a Change Order within two (2) business days of such submission.

3.11 PwCES's Responsibilities. In addition to any specific tasks, functions or projects for which PwCES is given responsibility as Services in this Agreement and relevant Exhibits, PwCES shall perform the following responsibilities during the term of this Agreement.

a. Employees, Agents and Contractors. In the event that Equifax reasonably and in good faith determines that it is not in the best interests of Equifax for any PwCES employee, agent or contractor to continue in his/her capacity in the provision of the Services, then Equifax shall give PwCES written notice specifying the reasons for its position and requesting that

such employee, agent or contractor be replaced. PwCES shall immediately investigate the matters stated in such notice and, if it determines that Equifax's concerns are reasonable and not unlawful, PwCES shall replace such employee, agent or contractor. In addition, upon written notice from

Equifax, PwCES shall use reasonable efforts to replace any PwCES employee, agent or contractor who Equifax reasonably believes represents a material risk to Equifax's business, property or personnel.

- b. Facilities. PwCES shall provide those employees, agents and contractors of Equifax who are reasonably required to be located on PwCES's premises with access to and use of space, office furnishings, janitorial service, telecommunications service, data processing services, utilities (including heating) and office-related equipment, supplies, and duplicating services in connection with the performance of the Services (all such space, furnishings, equipment, supplies, utilities and services to be consistent with those that PwCES provides its own comparable employees). Equifax shall, and shall cause its agents and contractors to, abide by PwCES's policies and guidelines while on PwCES's premises.
- c. Operating Level Agreements. PwCES shall provide notice to Equifax of (i) a failure by Equifax or any third party retained by, or under control of, Equifax, to provide hardware, software, services, data or materials that Equifax or such third party is required to provide to PwCES under this Agreement and that PwCES requires to perform the Services or (ii) a failure by Equifax to timely and accurately perform its responsibilities as set forth in this Agreement, including, without limitation a failure to comply with an Operating Level Agreement, in each case within ten (10) days of becoming aware that such failure is adversely affecting its ability to perform in accordance with the terms of this Agreement. If PwCES fails to provide such notice, then such failure shall not relieve PwCES of its obligations to perform the Services in accordance with this Agreement until such notice is provided to Equifax.
- d. Consent. Unless otherwise specified herein, PwCES shall not unreasonably withhold or delay any consent, approval or response requested by Equifax under this Agreement.
- e. Improvements. PwCES acknowledges Equifax's desire for PwCES to increase the efficiency and cost-effectiveness of the Services, and to improve the performance and delivery of the Services, throughout the term of this Agreement.
- f. Records. PwCES shall (i) maintain tools and procedures necessary to accurately monitor compliance with the Service Levels and (ii) prepare and maintain detailed records regarding its compliance with the Service Levels and the determination and application of Performance Bonuses and Performance Credits. Upon reasonable request, PwCES shall provide Equifax with information and reasonable access to such tools and procedures and the records relating thereto for purposes of verification of the Service Levels. Equifax acknowledges that certain tools, procedures and records do not exist as of the Commencement Date, but will be developed during the Transition Period.
- g. Correction of Errors. At PwCES's expense, PwCES shall promptly correct any errors or inaccuracies in the Equifax Data, reports, payments and other output produced by PwCES as result of providing the Services, to the extent such errors or inaccuracies were caused by Services provided by PwCES, its Affiliates or its or their respective agents or contractors under this Agreement.
- h. Agreements and Assets. Subject to Equifax obtaining any required consents or approvals, PwCES shall assume all Transferred Agreements and shall purchase and acquire all Transferred Assets on the dates and for the purchase price set forth on Exhibit 4.
- i. Licenses. PwCES shall use commercially reasonable efforts to negotiate licenses for Third Party Software that include a right to assign or transfer to Equifax, without additional payments by Equifax (or to minimize additional payments), such licenses (and related maintenance agreements) upon expiration or termination of this Agreement.
- j. Internal Controls. During the term of this Agreement, PwCES

shall maintain an appropriate level of internal controls to timely, completely and accurately record transactions and to reasonably safeguard Equifax assets. At such time as PwCES provides services to any other customer using the same systems and processes as are used to provide the Services, PwCES shall have an independent public accounting firm perform, at no cost to Equifax, an annual third party review, as defined in accordance with SAS # 70, of the facility from which the Services are provided. The control objectives of the SAS # 70 review shall be mutually agreed by the parties.

- k. Compliance. PwCES shall perform the Services in compliance with applicable laws, rules and regulations.
- l. Projects. PwCES shall complete the development and implementation of all organizational projects, software projects, technical projects and other implementation projects in progress as of the Commencement Date in a manner consistent with Equifax's pre-existing implementation plans, and as set forth in Exhibit 13. Equifax and PwCES shall cooperate with each other in providing access to personnel and facilities, and in providing the resources necessary to complete such projects. Any additional costs and expenses associated with the completion of such projects beyond the use of Transitioned Employees shall be at Equifax's sole expense. Except in connection with such pre-existing implementation plans, any new technology or material changes to existing technology that may affect the provision of Services shall not be implemented by Equifax without PwCES's prior written approval.

3.12 Equifax's Responsibilities. In addition to any specific tasks, functions or projects for which Equifax is given responsibility in this Agreement and relevant Exhibits, Equifax shall perform the following responsibilities during the term of this Agreement.

- a. Affiliates of Equifax. Equifax shall cause its Affiliates, although not signatories hereto, to be bound by the terms and conditions of this Agreement. Any breach of this Agreement by an Affiliate of Equifax shall be deemed a breach by Equifax.
- b. Agreements, Assets and Software. Equifax shall (i), subject to obtaining any required consents or approvals, assign all Transferred Agreements and sell, assign and convey all Transferred Assets free of any liens or other encumbrances to PwCES on the dates and for the purchase prices set forth on Exhibit 4, (ii) obtain all consents or approvals necessary to allow PwCES and its employees, agents and contractors to use the Equifax Software owned by Equifax and (iii) obtain all consents or approvals necessary to allow PwCES to use Equifax Software licensed by Equifax that is not the subject of a Transferred Agreement. Equifax, with PwCES's reasonable cooperation, shall obtain, at Equifax's cost and expense, all required consents and approvals to permit such assignments, transfers and use. If, however, any required consent or approval is not obtained, unless and until such required consent or approval is obtained, then, as PwCES's sole remedy, the parties shall cooperate with each other in achieving a reasonable alternative arrangement under which PwCES may perform the Services without causing a breach or violation of any Transferred Agreement or any agreement relating to Equifax Software for which a required consent is to be obtained. Such reasonable alternative arrangements may include (i) Equifax's retention of certain third party agreements that would otherwise be transferred hereunder or (ii) PwCES's agreement to administer and coordinate such agreements pursuant to Sections 3.07 and 3.08. In addition, it is the parties' intent that such reasonable alternative arrangements shall provide that PwCES and its employees, agents and contractors are able to exercise the rights, including, without limitation, rights with respect to the licensor's maintenance obligations and warranties, PwCES would have had if such Transferred Agreement were assigned to PwCES or if such consents or approvals had been obtained. If such arrangements do not provide such rights, notwithstanding the foregoing, PwCES shall be entitled, as its sole remedy (other than its rights under Sections 17.02(i) and (iii)) for Equifax's failure to obtain such consents or approvals, to appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement; provided, however, that PwCES shall use diligent efforts to mitigate the effects resulting from such events. All required consents and approvals shall provide for (i) the use by PwCES and its employees of the rights under the Transferred Agreements in performing the Services and (ii) if necessary, the continued use by Equifax of the rights under the Transferred Agreements to perform its responsibilities

pursuant to this Agreement. Equifax and PwCES shall cooperate in approving the terms and conditions relating to all of the foregoing consents and approvals. Equifax shall be liable for the expenses incurred in obtaining all of the foregoing consents and approvals. PwCES's use of Equifax Software licensed by Equifax will be subject to the restrictions of the third party license agreements with the licensors of such Equifax Software, except to the extent such restrictions prohibit PwCES from using such Equifax Software.

- c. Facilities. As set forth in Exhibit 12, Equifax shall provide PwCES access to and use of office facilities and operational support services, and access to and use of data processing and telecommunications capabilities, that Equifax currently uses to perform the tasks, functions and projects addressed by the Services. In addition, Equifax shall provide those employees, agents and contractors of PwCES who are reasonably required to be located on Equifax's premises with access to and use of space, office furnishings, janitorial service, telecommunications service, data processing services, utilities (including heating and air conditioning) and office-related equipment, supplies, and duplicating services in connection with the performance of the Services (all such space, furnishings, equipment, supplies, utilities and services to be consistent with those that Equifax provides its own comparable employees). PwCES shall, and shall cause its agents and contractors to, abide by Equifax's policies and guidelines while on Equifax's premises.
- d. Relocation. If Equifax relocates its current office space or otherwise causes employees, agents or contractors of PwCES to relocate in order to provide any Services, Equifax shall continue to provide the same access, use and support services as referenced above. In the event of such relocation, Equifax shall be responsible at its cost and expense (i) for moving all of the office furnishings of such PwCES personnel to the new location and (ii) for all of PwCES's reasonably necessary costs and expenses of relocating such PwCES personnel to the extent consistent with Equifax's policies regarding the relocation of its own employees.
- e. Projects. [Intentionally omitted]
- f. Retained Equifax Employees, Consultants and Contractors. Except as provided in Section 17.01, Equifax shall be responsible in all respects to and for any Equifax employee, consultant or contractor who (i) is not a Transitioned Employee or a consultant or contractor for whom PwCES has expressly assumed responsibility or otherwise engaged pursuant to the terms of this Agreement, (ii) serves as Equifax's Account Executive, (iii) serves on the Services Oversight Committee or (iv) serves as a liaison with PwCES.
- g. Data and Errors. Equifax shall cooperate with PwCES to address the resolution of any errors, omissions or deficiencies in any output produced by PwCES as a result of providing the Services and provide PwCES the opportunity to correct such errors, omissions or deficiencies. Upon successful resolution of such errors, omissions or deficiencies, Equifax shall accept the output as completed.
- h. Permits and Approvals. Equifax shall be responsible for (i) obtaining all consents and approvals under agreements to which it is a party or may be bound as necessary for PwCES to perform the Services while on Equifax's premises and (ii) obtaining all permits and approvals from any third party (including, without limitation, government agencies) relating to Equifax's premises and necessary for PwCES to perform the Services while on Equifax's premises.
- i. Consent. Unless otherwise specified herein, Equifax shall not unreasonably withhold or delay any consent, approval or response requested by PwCES under this Agreement.
- j. Operating Level Agreements. Equifax shall perform its obligations consistent with the Operating Level Agreements set forth in Exhibit 10.
- k. Equifax Data. During the course of providing the Services, PwCES may find missing values, incorrect values or inconsistencies within the Equifax Data or other problems with Equifax Data. In the event PwCES finds any of the foregoing and provides notice to Equifax thereof, Equifax shall be responsible for providing to PwCES for input by PwCES the

correct information with respect to the foregoing; provided, however, this provision shall not apply to the extent the foregoing were created by PwCES. If PwCES requires more than a minor additional amount of resources to correct any of the foregoing, the parties shall negotiate in good faith a Change Order.

1. PwCES Assumptions. To the extent they affect the provision of Services, the timely and correct performance by Equifax of each of the foregoing responsibilities is one of the Assumptions under this Agreement.

- 3.13 Re-engineering. PwCES may from time to time, including, without limitation, during the Transition Period, review the operations required to support Equifax and may recommend to Equifax certain re-engineering procedures, processes and tools. When the re-engineering opportunity requires Equifax to modify its methods, practices or policies, PwCES shall (i) present the changes to Equifax, (ii) discuss with Equifax the requirements of implementation and (iii) identify the projected benefits to both Equifax and PwCES. Equifax shall have the opportunity to discuss the proposed changes and to request appropriate modifications prior to granting approval. The parties shall work in good faith to determine the costs, benefits and proper level of commitment by both PwCES and Equifax for implementing such re-engineering projects, and to mutually agree on such terms and conditions to be set forth in a Change Order. Equifax may only refuse or delay implementation of such projects if such projects require significant additional expenditures by Equifax or are inconsistent with Equifax's business strategies. If Equifax fails to approve or adequately implement re-engineering project opportunities (other than those that require significant additional capital expenditures by Equifax), the parties shall negotiate in good faith a Change Order reflecting appropriate adjustments in Charges, Service Levels and other

performance obligations under this Agreement; provided, however, this sentence shall not apply if, as part of the re-engineering project, PwCES requires Equifax to use third party software and Equifax is unable to obtain from the vendor of such software commercially reasonable warranties.

- 3.14 Dependencies. PwCES and Equifax anticipate that the provision of Services shall have dependencies on the contracts between Equifax and Third Party Providers.
- 3.15 PwCES's Use of Contractors. PwCES may engage consultants, agents or contractors (including any of its Affiliates) to perform any Service or any task or subtask within the Services; provided, however, that each such consultant, agent and contractor shall agree to be bound (i) by the confidentiality provisions, and (ii) the non-solicitation provisions (to the extent such consultant, agent or contractor provides any material Service or any material task or subtask), set forth in this Agreement. PwCES shall not use any consultant, agent or contractor set forth on Exhibit 17 without Equifax's consent. To the extent that PwCES incurs any incremental costs as a result of Equifax's refusal to consent to PwCES's selection of a particular consultant, agent or contractor, Equifax shall pay such costs to PwCES as set forth in a Change Order; provided, however, PwCES shall use commercially reasonable efforts to mitigate the amount of the incremental costs. In the event any problems arise in the provision of the Services, PwCES and its employees, rather than PwCES contractors and agents, shall be the principal points of contact for Equifax with respect to the resolution of such problems.
- 3.16 No Obligation. Except as set forth in Exhibit 11, in no event shall PwCES be obligated to provide any Service, and PwCES shall not be liable for the failure to provide any such Service, that would result in an Impairment of Independence. PwCES is not providing any attest function or service under this Agreement. PwCES shall apply to Equifax and this Agreement its interpretations of laws, rules, regulations, guidelines and policies regarding audit independence in a manner consistent with PwCES's application of such interpretations to situations similar to those set forth in this Agreement.
- 3.17 Business Recovery and Disaster Recovery. The parties' responsibilities for business recovery and disaster recovery and associated costs are set forth in Exhibit 14.
- 3.18 Regulatory Changes. PwCES shall make any changes to the Services and take any actions necessary in order to maintain compliance with laws and regulations applicable to the provision of the Services. To the extent that regulatory or statutory changes, or changes in Equifax's policies or practices, that directly relate to the Services and require a modification to the Services shall require PwCES to incur costs and expenses to provide the Continuing Services beyond those required in fulfilling its then-current responsibilities under this Agreement, the

parties shall negotiate in good faith a Change Order reflecting the additional costs to PwCES.

- 3.19 Pool of Resources. To the extent a task or function related to the Continuing Services was being performed by a Transitioned Employee prior to the Commencement Date (and not by a Third Party Provider) and such task or function is not specifically described in Exhibit 2 or Exhibit 13 or within the definition of Continuing Services, PwCES shall use the Pool of Resources to perform such task or function and such task or function shall thereafter be deemed a Continuing Service.

#### ARTICLE 4. CHARGES AND PAYMENTS

- 4.01 Charges. In consideration of PwCES providing the Services, Equifax shall pay to PwCES the Charges as set forth in Exhibit 1.
- 4.02 Incremental Charges or Credits. In consideration of an increase in the quantity of any Continuing Service, which increase is within the Threshold Limits, Equifax shall pay to PwCES the Incremental Charges, as set forth in Exhibit 1. In consideration of a decrease in the quantity of any Continuing Service, which decrease is within the Threshold Limits, PwCES shall credit or reimburse Equifax the Incremental Credits, as set forth in Exhibit 1.
- 4.03 Annual Inflation Index Adjustment. PwCES shall apply an inflation adjustment, based on the Inflation Adjustment Index, to the Charges, as set forth in Exhibit 1.
- 4.04 Payment Terms.
- a. Invoice in Advance. PwCES shall issue an invoice to Equifax no more than ten (10) business days in advance  
  
of the beginning of each month during the term of this Agreement for the amount of the Base Charge for that month and other Charges for that month relating to the recurring Services.
  - b. Invoice in Arrears. PwCES shall issue an invoice to Equifax within ten (10) business days after the end of each month during the term of this Agreement for the amount of all Incremental Charges, charges for Additional Services and Ancillary Services (except for those Charges paid in advance pursuant to Section 4.04a), Performance Bonuses due PwCES and any other charges incurred during the previous month, which invoice shall also include all Incremental Credits, Performance Credits and any other credits due Equifax during the previous month.
  - c. Payments. All invoices submitted by PwCES to Equifax are due and payable within thirty (30) days of the receipt of the invoice, subject to Equifax's right to withhold payment in the event of a good faith dispute pursuant to Section 4.04e. Late payments shall accrue interest from the invoice date at the lesser of (i) one-and-one-half percent (1 1/2%) per month and (ii) the highest rate allowed by law. Subject to Section 4.04e, if Equifax fails to pay any invoice within thirty (30) days after the invoice date, and thereafter fails to make such payment within fifteen (15) days after written notice from PwCES of such failure, PwCES may, in addition to any other remedies available to it under this Agreement, suspend performance of Services.
  - d. Credits. With respect to any amounts to be paid or reimbursed by PwCES to Equifax pursuant to this Agreement, including, without limitation, Incremental Credits and Performance Credits, PwCES may, at its option, pay that amount to Equifax by giving Equifax a credit against Charges otherwise payable to PwCES.
  - e. Disputed Amounts. If Equifax, in good faith, disputes any Charges regarding the Services, it may withhold any such disputed amounts (except for applicable taxes) from the invoice in the second month following the month in which the dispute arose if the problem giving rise to the dispute has not been resolved to Equifax's reasonable satisfaction by the time payment on such invoice is due. Upon request, Equifax shall pay the withheld amounts into an interest-bearing escrow account. In accordance with the resolution of the Dispute, Equifax shall pay to PwCES withheld amounts, plus interest accrued on such withheld amounts, and the escrow agent shall release the withheld amounts to the parties. Regardless of any Dispute, Equifax shall remit to PwCES the invoiced amount minus the disputed amount.

4.05 Taxes.

- a. Inclusive Taxes. The Charges are inclusive of any sales, use, gross receipts or value added, withholding, ad valorem or other taxes based on or measured by PwCES's cost in acquiring equipment, materials, supplies or services used by PwCES in providing the Services. Further, each party shall bear sole responsibility for any real or personal property taxes on any property it owns or leases, for franchise or similar taxes on its business, for employment taxes on its employees and for taxes on its net income.
- b. Additional. Except as set forth in Section 4.05a, if a sales, use, privilege, value added, excise, services or similar tax is assessed on the provision of the Services by PwCES to Equifax on PwCES's Charges to Equifax under this Agreement, however levied or assessed, Equifax shall be responsible for and pay the amount of any such tax. There will be added to any Charges hereunder, and Equifax shall pay to PwCES, amounts equal to any such taxes, however designated or levied, based upon such Charges, or upon this Agreement or any Services or items provided hereunder, or their use, and any such taxes or amounts in lieu thereof paid or payable by PwCES in respect of the foregoing. PwCES shall set forth in invoices provided to Equifax those Services that are subject to tax.
- c. Cooperation. The parties shall cooperate reasonably with each other to determine accurately each party's tax liability and to minimize such liability to the extent legally permissible. To substantiate any claimed exemptions, Equifax shall supply to PwCES the appropriate exemption or resale certificates.

4.06 Verification of Assumptions. The Charges, Services and Service Levels are based on Assumptions derived in part from information provided by Equifax to PwCES. Equifax shall be responsible for the accuracy of any representations it made as part of the due diligence and negotiation process and on which the Assumptions are based. In the event of any material deviation from these representations during the Transition Period, or during the first twelve (12) months after the Commencement Date with respect to those Services or components of Services not delivered during the Transition Period, the parties shall negotiate in good faith to define and mutually agree upon adjustments that shall be consistent

with the intent of the parties. Any such agreed adjustment shall be set forth in a Change Order.

4.07 Significant Business Changes and Additional Business Units.

- a. Business Changes. Subject to any minimum revenue commitments set forth in Exhibit 1, in the event that the Continuing Services fall outside of the Threshold Limits for the period of time set forth in Exhibit 1, Equifax and PwCES shall negotiate and mutually agree upon an appropriate adjustment to the Charges, pursuant to Exhibit 1.
- b. Changes in Business Units. The parties may agree to add new Affiliates of Equifax to this Agreement. Equifax shall share information with PwCES to allow PwCES to determine the level of resources that will be required to meet Equifax's needs with respect to such new Affiliates. PwCES and Equifax shall negotiate (i) a Change Order to accommodate the addition of any new Affiliates to this Agreement or (ii) a Change Order to accommodate the removal of an Affiliate from this Agreement. If Equifax sells an Affiliate to a third party, Equifax may remove such Affiliate from this Agreement, subject to an appropriate reduction of the minimum revenue commitments set forth in Exhibit 1; provided, however, such reduction shall not be made if such Affiliate continues to purchase the Services from PwCES after its removal. If Equifax sells an Affiliate to a third party that desires to have PwCES continue to provide services similar to the Services, PwCES shall negotiate in good faith to provide services similar to the Services to such Affiliate on a basis substantially comparable to the basis on which PwCES provides Services to Equifax, provided there would be (x) in PwCES's reasonable discretion based on PwCES's due diligence review of such Affiliate, no potential material adverse risk to PwCES in providing such services or (y) no Impairment of Independence. If such Affiliate continues to purchase the Services from PwCES after its removal, the Charges paid by such Affiliate shall count towards the minimum revenue commitments set forth in Exhibit 1.

4.08 Insecurity and Adequate Assurances. If Equifax fails to make payments

due hereunder in a timely manner, PwCES may demand adequate assurances in writing of Equifax's ability to meet its payment obligations under this Agreement. Unless Equifax provides the assurances within thirty (30) days and in a manner acceptable to PwCES, Equifax shall pay to PwCES a security deposit equal to three (3) months' aggregate Charges.

- 4.09 Most Favored Customer. If PwCES or any of its Affiliates provides any services in the Territory to a third party from the same facilities as Services are provided to Equifax that are comparable to the Services in scope and complexity, for a similar or shorter duration and for similar or lesser volumes (collectively, "Comparable Services"), on terms and conditions in the aggregate that would be more favorable to Equifax than those contained herein, then PwCES shall give prompt written notice thereof to Equifax and Equifax shall have the option to replace all of the terms and conditions of this Agreement with all such more favorable terms. On each anniversary of the Initial Commencement Date and at such other times as Equifax may request (based on Equifax's reasonable belief that PwCES has an obligation under this Section), PwCES shall deliver to Equifax a certificate duly executed by an appropriate executive of PwCES, certifying that, as of the date of such certificate, and at all times since the date of the last certification pursuant to this Section (or since the Initial Commencement Date if there has been no prior certification), stating that PwCES is and has been in compliance with this Section. If the parties are unable to agree as to PwCES's compliance with the requirements of this Section or, as to the appropriate means to effectuate this Section, then such issue shall be determined pursuant to the Dispute Resolution Process. The parties acknowledge and agree that the provisions of this Section have been included in this Agreement to induce Equifax to agree to the exclusivity provisions of this Agreement, and that they are intended to ensure that the Services are provided to Equifax on terms and conditions granted by PwCES and its Affiliates to its most favored customers obtaining Comparable Services in the Territory.

#### ARTICLE 5. AUDITS

- 5.01 Audit of Charges. Upon not less than thirty (30) days prior written notice, and no more than one (1) time during any calendar year during the term of this Agreement, PwCES shall provide to Equifax access to PwCES's financial records and supporting documentation necessary to verify PwCES's invoices to Equifax (including, without limitation, expenses). Equifax shall bear the costs of any such audit. In the event the audit results in a determination that PwCES has undercharged Equifax, then the amount of such undercharge shall be treated, for invoicing and payment purposes, as an adjustment in arrears for the month in which the undercharge is discovered or in the month in which the final resolution occurs. In the event the audit results in a determination that PwCES has overcharged Equifax, then the amount of such overcharge (plus interest) shall be treated, for invoicing and payment purposes, as a credit in arrears for the month in which the overcharge is discovered or in the month in which the final resolution occurs. If the amount of

the overcharge is equal to or exceeds five percent (5%) of the total amount of the Charges for the calendar year in which the audit occurs, PwCES shall reimburse Equifax for the reasonable costs of the audit.

- 5.02 Audit of Services. Upon not less than thirty (30) days prior written notice, or such notice as may be reasonable under the circumstances, and during regular business hours, PwCES will make available to Equifax's financial management, external auditors, examiners and regulators and their designees such books, records, information and documentation of internal controls relating to Equifax and maintained by PwCES in the normal course of processing Equifax's transactions. Copies of requested information shall not be unreasonably withheld but at all times are subject to the approval of Equifax's representatives having authority to release such information to interested parties. Analyses, documentation and other information not maintained by PwCES in the normal course of providing Services will be prepared by PwCES for use in the audit or examination process as an Additional Service.

- 5.03 Equifax Internal Audit. Equifax's internal auditors shall have the right, without notice, and during regular business hours, to request access to Equifax books, records, information and documentation of internal controls relating to Equifax and maintained by PwCES in the normal course of processing Equifax's transactions and access to all personnel providing the Services. Equifax shall use reasonable judgment in requesting such books, records, information and documentation and shall not unduly disrupt the operation of PwCES's business. PwCES shall cooperate reasonably and in good faith with (i) Equifax's review of the administration of the benefit plans covered by Exhibit 2, including compliance with the documents governing such plans and compliance with applicable laws, rules and regulations and (ii) remedial actions determined by Equifax to be required in connection therewith. Analyses, documentation and other information not maintained by PwCES in the

normal course of providing Services will be prepared by PwCES for use in the audit, examination process, review and remediation as an Additional Service.

- 5.04 PwCES Internal Audit. If, as a result of an internal audit conducted by PwCES, at its own expense, PwCES determines that it has undercharged Equifax (including, without limitation, Base Charges, Incremental Charges and expenses), then the amount of such undercharge shall be treated, for invoicing and payment purposes, as an adjustment in arrears for the month in which the undercharge is discovered or the month in which the final resolution occurs. In the event the audit results in a determination that PwCES has overcharged Equifax, then the amount of such overcharge shall be treated, for invoicing and payment purposes, as a credit in arrears for the month in which the overcharge is discovered or in the month in which the final resolution occurs.
- 5.05 PwCES Audit of Equifax. Upon not less than thirty (30) days prior written notice, and no more than one (1) time during any calendar year during the term of this Agreement, Equifax shall provide to PwCES access to Equifax's financial records and supporting documentation necessary to verify the credits or reimbursements given to Equifax by PwCES. PwCES shall bear the costs for any such audit. In the event the audit results in a determination that such credits or reimbursements were incorrect, then such incorrect amount shall be corrected appropriately in arrears for the month in which such incorrect amount is discovered or in the month in which the final resolution occurs.
- 5.06 Equifax Security Audit of PwCES. During the term of this Agreement, PwCES shall provide to Equifax access to PwCES's facilities so that Equifax can ensure PwCES's compliance with the confidentiality provisions set forth in Article 9. In the event the audit results in a determination that PwCES is not in full compliance with such provisions, the parties will meet and agree upon the steps PwCES must take to bring it into full compliance and PwCES shall promptly take such steps. For each audit after the second such audit in a calendar year during the term of this Agreement, Equifax shall reimburse PwCES for the reasonable costs, if any, PwCES incurs in providing such access. Any audit pursuant to this Section that reveals a material non-compliance with Article 9 shall be deemed not to have occurred for purposes of the preceding sentence of this Section.

#### ARTICLE 6. MANAGEMENT AND HUMAN RESOURCES

- 6.01 PwCES Account Executive. PwCES shall designate, prior to the Initial Commencement Date, a PwCES Account Executive to whom all of Equifax's communications shall be addressed and who has the authority to act for and bind PwCES and its contractors in connection with all aspects of this Agreement.
- a. Selection. Before assigning an individual to the position of Account Executive, whether the person is initially assigned or subsequently assigned, PwCES shall:
- (i) notify Equifax of the proposed assignment for Equifax's approval;
  - (ii) introduce the individual to appropriate Equifax representatives; and
  - (iii) consistent with law and PwCES's reasonable personnel practices, provide Equifax with any other information about the individual that is reasonably requested.
- b. Term. PwCES shall cause the person assigned to the position of Account Executive to devote substantial time and effort to the provision of the Services under this Agreement. PwCES shall use commercially reasonable efforts to maintain the PwCES Account Executive at PwCES for the minimum term of twenty four (24) months during the first twenty four (24) months after the Initial Commencement Date and twelve (12) months thereafter, unless such Account Executive (i) voluntarily resigns from PwCES, (ii) is dismissed by PwCES for (a) misconduct or (b) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (iii) is unable to work due to his or her death, injury or disability or (iv) is reassigned because of personal requirements. PwCES shall not reassign the Account Executive during the foregoing minimum terms except for personal requirements not related to career development. Whenever possible, PwCES shall give Equifax at least sixty (60) days advance notice of a change of the Account Executive or if such sixty (60) days notice is not possible, the longest notice otherwise possible.
- c. Removal. In the event that Equifax reasonably and in good

faith determines that it is not in the best interests of Equifax for the PwCES Account Executive to continue in his or her capacity, then Equifax shall give PwCES written notice specifying the reasons for its position and requesting that the Account Executive be replaced. PwCES shall immediately investigate the matters stated in such notice and, if it determines that Equifax's concerns are reasonable and not unlawful, PwCES shall replace the Account Executive in accordance with Section 6.01a.

- 6.02 Equifax Account Executive. Equifax shall designate, prior to the Initial Commencement Date, an Equifax Account Executive to whom all of PwCES's communications shall be addressed and who has the authority to act for and bind Equifax and its contractors in connection with all aspects of this Agreement.
- a. Selection. Before assigning an individual to the position of Account Executive, whether the person is initially assigned or subsequently assigned, Equifax shall:
    - (i) notify PwCES of the proposed assignment for PwCES's approval;
    - (ii) introduce the individual to appropriate PwCES representatives; and
    - (iii) consistent with law and Equifax's reasonable personnel practices, provide PwCES with any other information about the individual that is reasonably requested.
  - b. Term. Equifax shall cause the person assigned to the position of Account Executive to devote substantial time and effort to the management of Equifax's responsibilities under this Agreement. Equifax shall use commercially reasonable efforts to maintain the Equifax Account Executive at Equifax for the minimum term of twenty four (24) months during the first twenty four (24) months after the Initial Commencement Date and twelve (12) months thereafter, unless such Account Executive (i) voluntarily resigns from Equifax, (ii) is dismissed by Equifax for (a) misconduct or (b) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (iii) is unable to work due to his or her death, injury or disability or (iv) is reassigned because of personal requirements. Equifax shall not reassign the Account Executive during the foregoing minimum terms except for personal requirements not related to career development. Whenever possible, Equifax shall give PwCES at least sixty (60) days advance notice of a change of the Account Executive or if such sixty (60) days notice is not possible, the longest notice otherwise possible.
  - c. Removal. In the event that PwCES reasonably and in good faith determines that it is not in the best interests of PwCES for the Equifax Account Executive to continue in his or her capacity, then PwCES shall give Equifax written notice specifying the reasons for its position and requesting that the Account Executive be replaced. Equifax shall immediately investigate the matters stated in such notice and, if it determines that PwCES's concerns are reasonable and not unlawful, Equifax shall replace the Account Executive in accordance with Section 6.02a.
- 6.03 Services Oversight Committee. Within fifteen (15) days after the Initial Commencement Date, Equifax shall appoint three (3) members of Equifax's management staff, including the Equifax Account Executive, and PwCES shall appoint three (3) members of PwCES's management staff, including the PwCES Account Executive, to serve on the Services Oversight Committee. For the first twelve (12) months after the Initial Commencement Date, one of the PwCES members shall act as the chairman of the Services Oversight Committee; each twelve (12) months thereafter the parties shall alternate selecting the chairman. The Services Oversight Committee shall be authorized and responsible for (i) generally overseeing the performance of this Agreement and (ii) monitoring and resolving Disputes in accordance with Article 12.
- 6.04 Equifax Selected Employees' Employment with PwCES. PwCES shall offer to hire those Equifax Selected Employees who (i) are actively employed by Equifax as of the Commencement Date and (ii) meet such other reasonable hiring requirements of PwCES to the satisfaction of PwCES. PwCES shall be solely responsible for making such offers of employment to such Equifax Selected Employees. PwCES's plan regarding (a) Equifax Selected Employees, (b) offers of employment to such Equifax Selected Employees and (c) Transitioned Employee benefits is described in the Hiring Plan.
- 6.05 Right to Terminate and Transfer. PwCES shall have the right, in its

sole discretion, (i) to terminate any Transitioned Employee or (ii) to transfer any Transitioned Employee to an Affiliate of PwCES, subject to Section 6.08.

- 6.06 Employment with PwCES. Equifax shall use reasonable efforts to ensure that all of the Equifax Selected Employees to whom PwCES offers employment accept such positions with PwCES. In the event that a significant number of Equifax Selected Employees offered employment by PwCES fail to accept such employment offer, the parties shall negotiate in good faith appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement pursuant to the Change Control Procedures; provided, however, that PwCES shall use diligent efforts to mitigate the effects resulting from such event.
- 6.07 Key Personnel. In the event that the number of Key Personnel set forth in Exhibit 6 fail to accept PwCES's employment offer or fail to enter into an independent contractor agreement with PwCES, the parties shall negotiate in good faith appropriate relief in Charges, Services, Service Levels and other obligations under this Agreement pursuant to the Change Control Procedures. PwCES shall use diligent efforts to mitigate the effects resulting from such event.
- 6.08 Key PwCES Employees. PwCES shall use reasonable efforts to assign each Key PwCES Employee to provide the Services for a minimum term of twelve (12) months, unless (i) Equifax consents to the reassignment or replacement of such Key PwCES Employee, (ii) reassignment or replacement of such Key PwCES Employee will not have a more than minor adverse effect on the Services or (iii) such Key PwCES Employee (a) voluntarily resigns from PwCES, (b) is dismissed by PwCES for (x) misconduct or (y) unsatisfactory performance in respect of his or her duties and responsibilities to Equifax or PwCES, (c) is unable to work due to his or her death, injury or disability or (d) is reassigned because of personal requirements. PwCES shall not reassign Key Employees during the foregoing minimum terms except for personal requirements not related to career development.

#### ARTICLE 7. TRADEMARKS AND MARKETING

- 7.01 Use of Trademarks. For so long as PwCES is in substantial compliance with the Service Levels, PwCES shall be permitted to use Equifax's name and logos as necessary to market PwCES's services that are similar to some or all of the Services, subject to Equifax's right to approve such use; provided, however, no approval shall be necessary to the extent PwCES is merely using Equifax's name or logos in a list of customers. Equifax shall have no rights to use PwCES's or its Affiliate's trademarks, service marks or trade names for any purpose without the prior approval of PwCES.
- 7.02 Marketing Cooperation. For so long as PwCES is in substantial compliance with the Service Levels, Equifax shall cooperate with PwCES, at PwCES's reasonable request and at no charge to PwCES, in marketing functions, tasks and projects addressed by the Services to third parties. Equifax's cooperation shall be subject to reasonable notice by PwCES, Equifax's availability and a lack of more than a minor impact of such cooperation on Equifax's business operations. By way of example and not limitation, and subject to the foregoing limitations, Equifax shall (i) allow and participate in reasonable on-site visits by prospective customers (who have entered into appropriate confidentiality agreements with Equifax) and (ii) cooperate with PwCES in preparing and publishing articles on PwCES's services. Equifax shall refer to PwCES all inquiries and opportunities directed to Equifax, about which Equifax becomes aware, for PwCES to provide functions, tasks and projects addressed by the Services to any third party.

#### ARTICLE 8. PROPRIETARY RIGHTS

- 8.01 Definitions.
- a. The term "Materials" means literary works or other works of authorship, such as computer programs, computer program listings, program tools, documentation, reports and drawings, as well as user manuals, charts, graphs and other written documentation and machine-readable text and files, including, without limitation, computer programming code (including source code and object code), in each case used in or initially developed in connection with the Services.
  - b. The term "Derivative Work" means a work based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement.
- 8.02 PwCES Materials. All copyright, patent, trademark and other

intellectual property rights in the PwCES Software and preexisting Materials of PwCES or its Affiliates shall be the property of PwCES or its Affiliates, as the case may be. With respect to any Materials developed solely by PwCES, its Affiliates or its or their contractors, or jointly by Equifax personnel and PwCES, its Affiliates or its or their contractors, under this Agreement or in the performance of Services, except as otherwise expressly set forth in this Agreement (e.g., Additional Services), ownership will be as follows:

- a. Materials that constitute a Derivative Work for which the preexisting copyright is owned by Equifax, shall be owned by Equifax, and PwCES shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials only in connection with (a) the Services or (b) services provided to third parties from the facility from which the Services are provided and (ii) the right to sublicense third parties to do any of the foregoing. Such license shall include the Materials of Equifax for which the preexisting copyright is owned by Equifax and upon which such Derivative Work is based, but only to the extent such Materials are embodied in, or necessary for the exercise of the license to, such Derivative Work.
- b. Materials that constitute a Derivative Work for which the preexisting copyright is owned by PwCES, its contractors or a third party shall, as between PwCES and Equifax, be owned by PwCES, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing.
- c. Materials that do not constitute a Derivative Work of any Materials owned by Equifax, PwCES or any third party shall be owned by PwCES, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing; provided, however, with respect to any such Materials developed jointly by Equifax personnel and PwCES, its Affiliates or its or their contractors, PwCES shall not use, for any entity other than Equifax or its Affiliates, any portion of such Materials specific to Equifax operations, procedures or management processes that are Confidential Information of Equifax.
- d. If, pursuant to a Change Order, Materials are developed by PwCES for use in connection with the Services, at an additional cost to Equifax, then prior to such development, the parties shall mutually agree in writing on the ownership and use of such Materials.

8.03 Equifax Materials. With respect to any Materials that are or have been developed (i) solely by Equifax, whether or not developed under this Agreement or (ii) for Equifax prior to this Agreement, such Materials shall be owned by Equifax, and during the term of this Agreement PwCES shall have (a) an irrevocable, nonexclusive, worldwide, paid-up license to access, use, execute, reproduce,

display, perform, prepare derivative works of and distribute such Materials internally within PwCES solely in connection with the Services and (b) the right to sublicense third parties to do any of the foregoing. With respect to those items of Equifax Software designated as "for use by PwCES for third parties" on Exhibit 9, the license set forth in the preceding sentence shall also include the right to access, use, execute, reproduce, display, perform, prepare derivative works of and distribute such Equifax Software internally within PwCES in connection with services provided to third parties from the facility from which the Services are provided and the right to sublicense third parties to do any of the foregoing. Each party waives any claims for indemnification against the other party with respect to any third party claims that may arise from PwCES's use of Equifax Software for third parties pursuant to the preceding sentence.

8.04 Derivative Works of PwCES Materials. With respect to any Materials that are developed solely by Equifax and that constitute a Derivative Work of any Materials for which the preexisting copyright is owned by PwCES or its Affiliates, such Materials shall be owned by PwCES or its Affiliates, and during the term of this Agreement Equifax shall have (i) an irrevocable, nonexclusive, worldwide, paid-up license to access,

use, execute, reproduce, display, perform, prepare derivative works of and distribute such Materials internally within Equifax and its Affiliates solely in connection with the Services and (ii) the right to sublicense third parties to do any of the foregoing.

- 8.05 Limitation. Any ownership or license rights herein granted to either party are limited by and subject to any intellectual property rights (including, without limitation, patents and copyrights) held by, and terms and conditions of any license agreements with, applicable vendor software providers, excluding PwCES and its Affiliates.
- 8.06 Assignment. To the extent any of the Materials may not, by operation of law, be owned by the party to which ownership has been granted (as described in this Article), each party agrees to assign and hereby assigns, without further consideration, the ownership of all right, title and interest in all United States of America and foreign copyrights in such Materials to the other party, and such assignee party shall have the right to obtain and hold in its own name copyrights, registrations, renewals and all other rights relating or pertinent thereto.
- 8.07 Inventions. The term "Invention" means any idea, concept, know-how or technique that either party first conceives or reduces to practice in connection with performance of the Services during this Agreement and for which a patent application is or could be filed. Inventions will be treated as follows:
- (i) if made by Equifax personnel, it shall be Equifax property and Equifax grants PwCES a nonexclusive, perpetual, irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon;
  - (ii) if made by PwCES personnel, it shall be PwCES's property and PwCES grants Equifax a nonexclusive, perpetual, irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon;
  - (iii) if made by PwCES and Equifax personnel jointly (a) it shall be PwCES's property, (b) PwCES grants Equifax a nonexclusive, perpetual irrevocable, worldwide and paid-up license under such Invention, and under any patent application and patents issued thereon, (c) if PwCES intentionally decides not to pay any or all of the required maintenance fees for the patent for such Invention, it shall promptly notify Equifax of its decision and if Equifax elects to pay any such fee, PwCES shall assign such patent to Equifax and PwCES shall retain a license equivalent to that granted to Equifax pursuant to subsection (b) above, (d) Equifax shall have the right to file for and obtain ownership of patent and other intellectual property rights with respect to such Invention in any territory where Equifax plans to use such Invention if PwCES has not so filed or fails to so file within sixty (60) days of written notice to PwCES and PwCES shall retain a license equivalent to that granted to PwCES pursuant to subsection (c) above and (e) the owner of a patent in a territory shall reimburse the other party with respect to any enforcement or other actions with respect to such patent and shall retain all damages awarded thereon;
  - (iv) all licenses granted to either party include the right to make, have made, use, have used, import, offer to sell, sell, lease or otherwise transfer any apparatus, or practice and have practiced any method and shall include the right to grant, directly or indirectly, revocable or irrevocable sublicenses to Affiliates of such party; and
  - (v) nothing contained in this Agreement shall be deemed to grant any license under any patents or patent applications arising out of any other inventions of either party.
- 8.08 Licenses. To the extent that either PwCES or Equifax licenses any Materials of the other party to a third party, each

such license shall be in writing and shall contain provisions that protect the owning party's intellectual property rights in such Materials, including, without limitation, confidentiality provisions and provisions that appropriately limit the use and number of copies of the Materials.

8.09 Sale of an Affiliate. Equifax may extend to (i) an Affiliate sold or otherwise transferred to a third party, (ii) a business unit of Equifax or an Affiliate that is sold or otherwise transferred to a third party, or (iii) a business unit of Equifax or an Affiliate of Equifax that is distributed via a stock dividend or other distribution to the stockholders of Equifax (collectively a "Transferred Affiliate"), in each case for such Transferred Affiliate's own internal use only, the rights in Materials granted to Equifax pursuant to this Article 8; provided, however, such Transferred Affiliate must agree in writing to be bound by the obligations set forth in this Article 8 and by provisions that protect PwCES's intellectual property rights in such Materials, including, without limitation, confidentiality provisions and provisions that appropriately limit the use (by or for such Transferred Affiliate only) and number of copies of such Materials and provided further that PwCES had provided Services to such Affiliate or business unit.

#### ARTICLE 9. CONFIDENTIALITY AND DATA

9.01 Confidential Information. The term "Confidential Information" means the terms and conditions of this Agreement and all information, data, knowledge and know-how (in whatever form and however communicated) relating directly or indirectly to the disclosing party (or to its Affiliates or contractors, or to its or their businesses, operations, properties, products, markets or financial positions) that is delivered or disclosed by such party or any of its officers, directors, partners, members, employees, agents, Affiliates or shareholders to the other party in writing, electronically, orally or through visual means, or that such party learns or obtains aurally, through observation or analyses, interpretations, compilations, studies or evaluations of such information, data, knowledge or know-how. All information that qualified as Confidential Information pursuant to the Confidentiality Agreement dated June 25, 1998 by and between PwCES and Equifax shall be deemed Confidential Information under this Agreement.

9.02 Ownership. All Equifax Data shall be owned by Equifax. Without limiting the foregoing, Equifax may use the Equifax Data in any manner, and may provide the Equifax Data to third parties. PwCES shall not use the Equifax Data except in connection with the provision of the Services, and shall not disclose, sell, assign, lease or otherwise provide the Equifax Data to third parties, except as specifically permitted by Equifax in writing or as necessary to perform the Services. Upon request of Equifax, and at any time during the term of this Agreement, and upon expiration or termination of this Agreement for any reason, PwCES shall promptly provide copies of all or any part of the Equifax Data to Equifax, in the form or format and on the media requested by Equifax; provided, however, that Equifax shall reimburse PwCES for its costs to provide the Equifax Data in a form or format not then being currently used by PwCES to provide the Services. Upon expiration or termination of this Agreement, and completion of all Termination Services, PwCES shall destroy, and cause all of its contractors, agents and Affiliates to destroy, all copies of the Equifax Data, and the Account Executive of PwCES shall certify the same to Equifax in writing.

9.03 Loss of Status. Confidential Information shall not include information, data, knowledge and know-how, as shown by written records, that (i) is known to the receiving party prior to disclosure to such party, (ii) is in the public domain prior to disclosure to such party, (iii) enters the public domain through no violation of this Agreement after disclosure to such party, (iv) such party receives from a third party not under obligation of confidentiality to the disclosing party or (v) the receiving party independently develops without reliance on Confidential Information.

9.04 Limited Use and Access. Each party shall keep in confidence and prevent the unauthorized duplication, use and disclosure of Confidential Information. Confidential Information may only be used for furthering the purposes of this Agreement and providing the Services hereunder. Each party shall, upon expiration or termination of this Agreement or otherwise upon demand, at the other party's option, either return to the other party or destroy and certify in writing to the other party the destruction of any and all documents (the term "document," as used in this Article, shall include, without limitation, any writing, instrument, agreement, letter, memorandum, chart, graph, blueprint, photograph, financial statement or data, telex, facsimile, cable, tape, disk or other electronic, digital, magnetic, laser or other recording or image in whatever form or medium), papers and materials and notes thereon in each party's possession, including copies or reproductions thereof, to the extent they contain Confidential Information of the party; provided, however, the foregoing shall not apply to Confidential Information to the extent it is a part of any license or other ongoing agreement between the parties following termination or expiration of this Agreement or that survives the termination or expiration of this Agreement. In addition, each party shall be entitled to retain one copy

of the other party's Confidential Information in such party's legal files solely for purposes of resolving Disputes. Each party agrees that it will protect the confidentiality of Confidential Information through the exercise of the same procedures that it

uses in preserving and safeguarding its own proprietary information, which procedures shall at a minimum constitute reasonable care. Each party will limit access to Confidential Information to only those of its employees, agents and contractors having a need-to-know in connection with this Agreement. When a party discloses Confidential Information to any of its employees, agents or contractors, such party will inform them of the restrictions on duplication, use and disclosure to third parties.

- 9.05 Proper Disclosures. Subject to Section 9.04, each party shall keep the Confidential Information confidential and shall not disclose such information to any third party without the prior written approval of the other party, except that (i) PwCES may disclose general information relating to the scope of Services and the duration of this Agreement to potential buyers of PwCES and persons or entities engaged in the valuation of PwCES and may disclose information as agreed upon by the parties to potential clients, (ii) Equifax may disclose general information relating to the scope of Services and the duration of this Agreement to potential buyers of Equifax or any one or more Affiliates of Equifax, (iii) PwCES may disclose the terms and conditions of this Agreement as necessary to comply with most favored customer provisions in agreements with other customers of services similar to the Services, (iv) either party may disclose the provisions of this Agreement to bankers and other financial institutions in the ordinary course of business and (v) either party may disclose the provisions of this Agreement to the extent required by any applicable law, regulation or rules of any stock exchange. The party disclosing the other party's Confidential Information (except pursuant to (v)) to a third party shall require the third party to enter into a confidentiality agreement protecting such Confidential Information.
- 9.06 Injunctive Relief. Each party acknowledges that the other party may suffer irreparable damage in the event of a breach or threatened breach of any provision of this Article. Accordingly, in such an event, notwithstanding Articles 12 and 13, such party shall be entitled to preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages.
- 9.07 No License. The parties acknowledge and agree that (i) each party maintains that the Confidential Information contains valuable trade secrets and (ii) all rights to Confidential Information are reserved by the disclosing party. No license, express or implied, by estoppel or otherwise, under any trade secret right, trademark, patent, copyright or other proprietary right or applications that are now or may hereafter be owned by a party, is granted by the disclosure of Confidential Information under this Agreement.
- 9.08 Residual Information. The receiving party and its Affiliates shall be free to use the residuals of such Confidential Information provided by the disclosing party for any purpose, including, without limitation, use in the development, manufacturing, marketing and maintenance of its products and services subject only to its obligations with respect to disclosure set forth herein and any copyrights and patents of the disclosing party. The term "residuals" means information in non-tangible form that may be retained in the unaided memories of those employees who have had access to the Confidential Information of the other party during the term of this Agreement. The receiving party and its Affiliates may use the documents and other tangible materials containing the Confidential Information of the disclosing party only for the purposes of this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment or reassignment of PwCES's employees within PwCES or its Affiliates and Equifax's employees within Equifax or its Affiliates.

#### ARTICLE 10. COVENANTS

- 10.01 Non-Solicitation. Except as otherwise expressly provided in this Agreement, including, without limitation on Exhibit 11, or with PwCES's written consent, during the term of this Agreement and for two (2) years after the later of the cessation of Termination Services and the date of termination or expiration, Equifax agrees not to solicit or hire any of PwCES's, or its Affiliates' and contractors', partners, employees and agents that become known to Equifax as a result of Services provided under this Agreement. Except as otherwise expressly provided in this Agreement or with Equifax's written consent, during the term of this Agreement and for two (2) years after termination or expiration of this Agreement, PwCES agrees not to solicit or hire any of Equifax's, or its Affiliates' and contractors', partners, employees

and agents that become known to PwCES as a result of providing Services under this Agreement. Notwithstanding the foregoing, either party may at any time hire any contractor, partner, employee or agent of the other party that responds to a general solicitation to the public.

10.02 Cooperation. During the term of this Agreement, each party shall provide to the other party reasonable cooperation and assistance in connection with its performance of its obligations under this Agreement.

#### ARTICLE 11. REPRESENTATIONS AND WARRANTIES

11.01 By Equifax. Equifax represents and warrants to PwCES as follows:

- a. Authority. Equifax (i) is a corporation duly incorporated, validly existing and in good standing under the laws of Georgia, (ii) has full corporate power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by Equifax and constitutes a valid and binding agreement of Equifax, enforceable against Equifax in accordance with the terms of this Agreement.
- c. No Default. Neither the execution and delivery of this Agreement by Equifax, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which Equifax is a party or which is otherwise applicable to Equifax, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon Equifax's ability to perform its obligations under this Agreement.
- d. Agreements and Software. Subject to the receipt of any required consents or approvals, (i) the Equifax Software and the rights PwCES shall obtain under the Transferred Agreements constitute all the software and rights that Equifax used prior to the Commencement Date to perform for itself the tasks, functions and projects addressed by the Services (except for software and rights that PwCES has elected not to acquire from Equifax) and (ii) Equifax has the right and authority to assign, license or sublicense the Equifax Software and Transferred Agreements to PwCES, except where any failure of the foregoing will not prevent PwCES from performing substantially in accordance with this Agreement or will increase PwCES's cost to provide the Services.
- e. Assets. The Transferred Assets shall be free of liens and encumbrances.
- f. No Infringement. The Equifax Software owned by Equifax and Equifax-created modifications or derivative works of Equifax Software licensed by Equifax do not infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- g. Third Party Agreements. All of Equifax's obligations with respect to the Third Party Agreements accruing prior to or attributable to periods prior to the Commencement Date have been or will be satisfied in accordance with their terms.

11.02 By PwCES. PwCES represents and warrants to Equifax as follows:

- a. Authority. PwCES (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware, (ii) has full power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by PwCES and constitutes a valid and binding agreement of PwCES, enforceable against PwCES in accordance with the terms of this Agreement.

c. No Default. Neither the execution and delivery of this

Agreement by PwCES, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which PwCES is a party or that is otherwise applicable to PwCES, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon PwCES's ability to perform its obligations under this Agreement.

- d. No Infringement. The PwCES Software does not infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- e. Services. PwCES shall render Services using personnel that are qualified and shall render Services consistent with good commercial practice in PwCES's industry.

11.03 By PwC. PwC represents and warrants to Equifax as follows:

- a. Authority. PwC (i) is a limited liability partnership, duly organized, validly existing and in good standing under the laws of Delaware, (ii) has full power to own, lease, license and operate its properties and assets, to conduct its business as currently conducted and to enter into this Agreement and to consummate the transactions contemplated hereby and (iii) has the ability and authority to cause its Affiliates to be bound by the terms and conditions of this Agreement.
- b. Authorized Agreement. This Agreement has been duly authorized, executed and delivered by PwC and constitutes a valid and binding agreement of PwC, enforceable against PwC in accordance with the terms of this Agreement.
- c. No Default. Neither the execution and delivery of this Agreement by PwC, nor the consummation of the transactions contemplated hereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, law, rule or regulation to which PwC is a party or that is otherwise applicable to PwC, except for a breach or default under any agreement, order, law, rule or regulation that would not have a more than minor adverse effect upon PwC's ability to perform its obligations under this Agreement.

11.04 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 12. DISPUTE RESOLUTION

12.01 Account Executives. All Disputes shall be referred to the Account Executives prior to escalation to the Services Oversight Committee. If the Account Executives are unable to resolve, or do not anticipate resolving, the Dispute within ten (10) days after referral of the Dispute to them, the parties shall submit the Dispute to the Services Oversight Committee.

12.02 Services Oversight Committee. The Services Oversight Committee shall meet at least once every sixty (60) days during the term of this Agreement or at such other time as either party may designate upon notice to the other party for the purposes of monitoring the parties' performance under this Agreement and of resolving Disputes that may arise under this Agreement. The Services Oversight Committee shall consider Disputes in the order such Disputes are brought before it. In the event the Services Oversight Committee is unable to resolve a Dispute within fifteen (15) days of the date of the first meeting during which such Dispute was considered, the Services Oversight Committee shall notify the senior executive selected by each party pursuant to Section 12.03. No Dispute under this Agreement shall be the subject of arbitration or other formal proceedings between Equifax and PwCES before being considered by the Services Oversight Committee and senior management, pursuant to Section 12.03, except for an action to seek injunctive relief to stay a breach of this Agreement.

12.03 Senior Management. Either party may, upon receipt of a notice from the Services Oversight Committee pursuant to Section 12.02, elect to utilize a non-binding dispute resolution procedure whereby each presents its case at a hearing before a panel consisting of one (1) senior executive of each of the parties. If a party elects to use the procedure set forth in this Section, the other party shall participate.

The hearing shall occur within ten (10) business days after a party serves notice to use the procedure set forth in this Section. Each party may be represented at the hearing by lawyers. If the matter cannot be resolved at the hearing, each party's only recourse shall be binding arbitration as provided in Article 13 and the proceedings occurring pursuant to this Section shall be without prejudice to the legal position of either party. Except as provided in Section 12.04, no arbitration may commence concerning the Dispute until thirty (30) business days have elapsed from the first day of the hearing under this Section. Each party shall bear its respective costs

incurred in connection with the procedure set forth in this Section, except that the parties shall share equally in the cost of the facility for the hearing.

- 12.04 Expedited Resolution. If a Dispute arises because Equifax believes that Critical Service Levels are not being met or that such Dispute relates to (i) matters that materially and adversely impact its business operations or (ii) compliance with applicable laws, and either party initiates the dispute resolution provisions set forth in Articles 12 and 13 for such Dispute, the time period set forth in Section 12.01 shall be changed to twenty-four (24) hours and either party may elect to bypass the Services Oversight Committee as provided in Section 12.02 and refer the Dispute directly from the Account Executives to senior management as provided in Section 12.03, and the thirty (30) business day period in Section 12.03 shall be reduced to fifteen (15) days. Except as expressly modified by this Section 12.04, all other provisions of Articles 12 and 13 shall apply to a Dispute.

#### ARTICLE 13. ARBITRATION

- 13.01 Panel. The arbitration shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. Such members shall select a third member of the panel. The party demanding arbitration shall communicate its demand therefore in writing, identifying the nature of the Dispute and the name of its arbitrator, to the other party. The other party shall then be bound to name, in writing, its arbitrator within twenty (20) days after receipt of such demand. Failure or refusal of the other party to name its arbitrator within the twenty (20) day time period shall empower the demanding party to name the second arbitrator as well. If the two (2) arbitrators are unable to agree upon a third arbitrator within twenty (20) days after the second arbitrator is named, the American Arbitration Association ("AAA") shall appoint a third arbitrator from candidates submitted by both parties.
- 13.02 AAA. The commercial rules of the AAA shall apply to any arbitration under this Agreement, except to the extent the provisions of this Article vary therefrom.
- 13.03 Decisions. Decisions of the panel shall be made by majority vote. The panel is empowered to render awards enjoining a party from performing any act prohibited or compelling a party to perform any act directed by this Agreement. The panel may not award punitive damages.
- 13.04 Interim Orders. The panel may issue such interim orders in accord with principles of equity as may be necessary to protect any party from irreparable harm during the pendency of any arbitration before it. Any such order shall be without prejudice to the final determination of the controversy.
- 13.05 Location. The proceeding before the panel shall be held in Atlanta, Georgia, or as otherwise agreed upon by the parties.
- 13.06 Expedited Schedule. The arbitration shall be conducted on an expedited schedule. Unless otherwise agreed by the parties, the parties shall make their initial submissions to the panel and the hearing shall commence within thirty (30) days of the initiation of proceedings. The hearing shall be completed within twenty (20) days thereafter.
- 13.07 Prompt Award. The award shall be made promptly by the panel, and, unless agreed by the parties, no later than thirty (30) days from the closing of the hearing. Any failure to render the award within the foregoing time period shall not affect the validity of such award.
- 13.08 Discovery. The parties shall be entitled to discovery of all documents and information reasonably necessary for a full understanding of any Dispute raised in the arbitration relating to this Agreement. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure, including, without limitation, depositions, requests for admission and requests for production of documents. The time periods applied to these discovery methods shall be set by the panel so as to permit compliance with the scheduling provisions of this Article.

13.09 Binding Decisions. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C.ss.ss.1-14, and such court shall enter forthwith an order confirming such decision or award.

#### ARTICLE 14. YEAR 2000 AND EURO

14.01 Year 2000 Background. Equifax acknowledges that, because of programming assumptions previously made in the

computer industry, certain existing and future computer programs (including, without limitation, applications, utilities and operating systems software), databases and documentation for such programs and databases may not perform as originally designed with respect to date data processing as the Year 2000 draws closer and beyond.

14.02 Year 2000 Disclaimer. Equifax recognizes that it is responsible for the resolution of any Year 2000 problem that is the result of software, systems, equipment or other items or materials made available to PwCES to provide the Services. Except as expressly provided in this Agreement or in a Change Order, PwCES is not providing any Year 2000 services (for example, Year 2000 assessment, conversion or testing) under this Agreement. PwCES shall not be responsible for a failure to perform the Services under this Agreement, if such failure is the result, directly or indirectly, of (i) the inability of any products (for example, hardware, software or firmware) other than the PwCES Products ("Other Products") to correctly process, provide or receive date data (i.e., representations for month, day and year) and to properly exchange date data with the PwCES Products or deliverables provided by PwCES under this Agreement or (ii) modifications made by Equifax, its employees or any third party (excluding any PwCES employees, agents or contractors) to any PwCES Products or such deliverables. PwCES assumes no responsibilities or obligations to cause products or deliverables provided by PwCES to accurately exchange date data with Other Products or to cause Other Products to accurately exchange date data with products or deliverables provided by PwCES; unless, such Other Products can properly exchange accurate date data with products or deliverables provided by PwCES under this Agreement. If Equifax requests PwCES to undertake to remedy any such problem, such an undertaking shall be an Additional Service, subject to a Change Order.

14.03 NO WARRANTY. EQUIFAX RECOGNIZES THAT NEITHER PWCES NOR ITS AFFILIATES WILL WARRANT THAT ANY YEAR 2000 WORK PERFORMED BY PWCES OR ITS AFFILIATES ON THE TRANSFERRED ASSETS OR EQUIFAX SOFTWARE WILL SUCCEED IN RESOLVING SATISFACTORILY ALL OR ANY SPECIFIC YEAR 2000 PROBLEM. SUBJECT TO THE FOREGOING, PWCES WILL PERFORM, WITHOUT ANY WARRANTIES (EXPRESS OR IMPLIED), THE YEAR 2000 WORK THAT IS SPECIFICALLY SET FORTH HEREIN AS PART OF THE SERVICES.

14.04 Euro Disclaimer. PwCES shall not be responsible for a failure to perform the Services under this Agreement, if such failure is the result, directly or indirectly, of the inability of any Other Products (i) to perform all functions set out in the specification for more than one currency and for any common currency adopted by one or more members of the European Union (the "Euro"), (ii) to comply with all legal requirements applicable to the Euro in any jurisdiction, including, without limitation, the rules on conversion and rounding set out in the EC Regulation number 1103/97, (iii) to display and print all symbols and codes adopted by any government or any other European Union body in relation to the Euro or (iv) to properly exchange Euro data with the PwCES Products or deliverables provided by PwCES under this Agreement.

#### ARTICLE 15. BREACH; REMEDIES

15.01 Limitation of Remedy. PwCES shall not be liable for its failure to perform to the extent PwCES's failure is due to (i) a failure by Equifax or any third party retained by, or under the control of, Equifax to provide hardware, software, services, data or materials that Equifax or such third party is required to provide to PwCES under this Agreement and that PwCES requires to perform the Services, (ii) a failure by Equifax to timely and accurately perform its responsibilities as set forth in this Agreement, (iii) an audit conducted pursuant to Article 5, (iv) a failure by Equifax to obtain consents or approvals for PwCES's agents and contractors to use the Equifax Software or exercise rights under the Transferred Agreements, (v) a failure by Equifax to timely and accurately provide input data or review output produced by PwCES as a result of the Services or (vi) a problem associated with the Year 2000 or Euro, to the extent provided in Article 14.

15.02 Equifax's Failure to Perform Responsibilities. In the event Equifax or any of its licensors or contractors fail to perform any of its or their

responsibilities in connection with any Services, then PwCES may, in its sole discretion, after providing notice to Equifax of such failure by Equifax or any of Equifax's licensors or contractors, perform Equifax's responsibility and charge Equifax for all reasonable costs and expenses incurred as a result of performing Equifax's responsibility. PwCES may not charge Equifax in excess of twenty-five thousand dollars (\$25,000.00) per failure pursuant to this Section without Equifax's consent.

15.03 Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for the payment of money) if and to the extent such default or delay is caused, directly or indirectly, by acts of

God, governmental acts, accidents, wars, terrorism, riots or civil unrest, labor disputes, fires, storms, earthquakes, floods or elements of nature, or any other cause beyond the reasonable control of such party, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming party through the use of commercially reasonable alternative sources, workarounds or other means (individually, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the nonperforming party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. If any Force Majeure Event substantially prevents, hinders, or delays performance of the Services necessary for the performance of a critical business function of Equifax for more than fifteen (15) consecutive days, then Equifax may procure such Services from an alternate source (whereupon the Charges hereunder shall be reduced accordingly irrespective of any minimum revenue commitment set forth in Exhibit 1). If any Force Majeure Event continues for more than sixty (60) consecutive days, then Equifax may terminate this Agreement as of a date specified by Equifax in a written notice of termination to PwCES pursuant to Section 16.01h. This Section does not limit or otherwise affect the parties' obligations regarding disaster recovery services as set forth in Exhibit 14.

15.04 Limitation of Liability. Each party's, its Affiliates' and its and their contractors' and licensors' liability for damages (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute or otherwise) arising out of or relating to any performance or nonperformance of Services under this Agreement shall be limited in the aggregate for all claims to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the twelve (12) months prior to the occurrence of the first event that is the subject of the first claim (or if twelve (12) months have not yet elapsed since the Initial Commencement Date for a Set of Exhibits, then twelve (12) times the average monthly payments made by Equifax to PwCES for recurring Services since the Initial Commencement Date for such Set of Exhibits) (the "Cap"). Both parties acknowledge and agree that any such payment by the other party shall be the final remedy in the event of an exhaustion of all other remedies hereunder and shall not be deemed or alleged by the other party to have failed of its essential purpose. If a party's liability under this Agreement does not exceed four million dollars (\$4,000,000) in any consecutive three (3) year period for a Set of Exhibits, then the Cap for such party shall be reduced from the amount set forth above to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the nine (9) months prior to the occurrence of the first event that is the subject of the first claim. Notwithstanding the foregoing, for (i) a breach of Article 9 and (ii) indemnification claims set forth in Sections 17.01(vi), 17.01(ix) and 17.02(viii), an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the (y) six (6) months preceding the period set forth above if such period is twelve (12) months and (z) nine (9) months preceding the period set forth above if such period has been reduced to nine (9) months, shall be added to the Cap. The Cap for indemnification claims set forth in Section 17.01(x) with respect to Transitioned Employees for the first twelve (12) months after the Initial Commencement Date shall be equal to the amount of insurance set forth in Section 19.06(iv). For purposes of this Section 15.04, if, after an event giving rise to a claim there is a subsequent event giving rise to a claim that is related to the prior claim, then the time periods described above shall be measured from the date of the subsequent event.

15.05 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES

OR ITS CONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR SAVINGS INCURRED BY THE OTHER PARTY, ITS CONTRACTORS OR ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SAME.

- 15.06 Exclusions. The limitations or exculpation of liability set forth in Sections 15.04 and 15.05 are not applicable to (i) the failure of Equifax to make payments due under this Agreement, (ii) indemnification claims as set forth in Sections 17.01(i), 17.02(i), 17.01(v) and 17.02(vii), (iii) damages caused by the intentional misconduct of the breaching party, (iv) any Termination Charges, (v) Performance Credits or Performance Bonuses or (vi) payments made pursuant to Exhibit 11. The limitations set forth in Section 15.04 are not applicable to indemnification claims as set forth in Sections 17.01(vii), 17.02(ix), 17.01(x), 17.01(xii), 17.02(iii), 17.02(v), 17.02(vi) and 17.02(xi). The exculpation of liability set forth in Section 15.05 is not applicable to a breach of Article 9 or indemnification for third party claims pursuant to Article 17.
- 15.07 Affiliates of PwCES. Except as set forth in Article 18, with regard to any claim or action against PwCES or its Affiliates, Equifax shall look solely to PwCES and the assets of PwCES in satisfaction of any claim or action relating to PwCES's obligations under this Agreement and in no event shall (i) any Affiliate of PwCES be liable for any obligation under or in connection with this Agreement or (ii) any member or partner of PwCES or any Affiliate of PwCES be personally liable for any obligation of PwCES under or in connection with this Agreement, and no recourse may be had or sought against the assets of any Affiliate of PwCES or the assets of any member or partner of PwCES or any Affiliate of PwCES in satisfaction of any such obligation. Nothing in this Section shall be deemed to relieve PwCES of any liability under this Agreement.
- 15.08 Limitation. Neither party shall make any claim against the other party more than two (2) years after such party knew or should have known of the breach or other event giving rise to such claim.

#### ARTICLE 16. TERMINATION

- 16.01 Conditions of Termination. In addition to expiration at the end of the term specified in Article 2, this Agreement may be terminated under the following circumstances, subject to any Charges that may be applicable as set forth below and in Exhibits 1 and 11.
- a. Convenience. At any time (i) after the third anniversary of the Initial Commencement Date or (ii) before such third anniversary if there is a Change of Control of Equifax, Equifax may deliver to PwCES written notice of its intent to terminate this Agreement for convenience. The termination notice shall specify a termination date no sooner than six (6) months after the date of the notice.
  - b. Equifax for Cause. Equifax may terminate this Agreement in the event of PwCES's material breach (in the form of a single event or series of events) of its obligations or warranties, if such material breach is not cured within fifteen (15) days after Equifax notifies PwCES in writing of such material breach; provided, however, that if after using commercially reasonable efforts such breach could not be cured by PwCES within such fifteen (15) day period, the cure period for such breach shall be extended for an additional thirty (30) days (provided that such breach is capable of cure and PwCES continues to diligently pursue such cure), unless otherwise agreed in writing.
  - c. Partial Termination by Equifax for Cause. Equifax may terminate a Service, in whole or in part, if PwCES consistently fails to (i) substantially perform such Service or (ii) meet a Service Level with respect to such Service. Equifax shall provide PwCES with written notice of its intent to so terminate, which notice shall specify a termination date no less than ninety (90) days after the date of the notice, and the minimum revenue commitment set forth in Exhibit 1 shall be appropriately adjusted.
  - d. PwCES for Cause. Subject to Equifax's right as set forth in Section 4.04e to withhold disputed payment amounts, PwCES may terminate this Agreement in the event of Equifax's material breach (in the form of a single event or series of events) of its obligations or warranties, if such material breach is not cured within fifteen (15) days after PwCES notifies Equifax in writing of such material breach; provided, however, that if after using commercially reasonable efforts such breach (other than one relating to the payment of money) could not be cured

by Equifax within such fifteen (15) day period, the cure period for such breach shall be extended for an additional thirty (30) days (provided that such breach is capable of cure and Equifax continues to diligently pursue such cure), unless otherwise agreed in writing.

- e. Change of Control of Equifax. PwCES shall have the right to terminate this Agreement immediately upon a Change of Control of Equifax that results in control of Equifax by any entity set forth in Exhibit 17.
- f. PwCES for Impairment of Independence. Each of PwCES and Equifax shall promptly notify the other regarding potential Impairment of Independence situations about which it becomes aware. In the event of any potential Impairment of Independence, PwCES and Equifax shall consider all reasonable alternatives to reconcile such potential Impairment of Independence in order to maintain the relationship between the parties, including, without limitation:
  - (i) obtaining a favorable resolution from the SEC and the AICPA;
  - (ii) changes within PwCES or its Affiliates as to how it or they organize its or their outsourcing business; and
  - (iii) changes in scope of the Services.

If the potential Impairment of Independence is not resolved to the satisfaction of PwCES and Equifax within thirty (30) days of the notice given above or the time period required by the applicable regulations, then PwCES shall have the right to terminate this Agreement, in whole or in part; provided, however, that if PwCES terminates this Agreement in part, the minimum revenue commitment set forth in Exhibit 1 shall be reduced appropriately, and Equifax may, within thirty (30) days of receipt of notice of such partial termination, terminate this Agreement with respect to the affected Set of Exhibits if the portion of this Agreement terminated in part by PwCES represents a material portion of the Services under such Set of Exhibits such that continuing to receive the remaining Services under such Set of Exhibits does not present a viable business case to Equifax, as determined by Equifax in its reasonable discretion. If Equifax exercises its right pursuant to the preceding sentence (x) the Set of Exhibits shall, for purposes of Exhibit 11, have been deemed to have been terminated by PwCES for the event that created the Impairment of Independence that led to the termination in part by PwCES or (y) if the Set of Exhibits terminated is the only Set of Exhibits, this Agreement shall, for purposes of Exhibit 11, have been deemed to have been terminated in whole by PwCES for the event that created the Impairment of Independence that led to the termination in part by PwCES.

- g. Equifax for Change of Control of PwC or PwCES. Equifax shall have the right to terminate this Agreement immediately upon the sale of a controlling interest of PwC or PwCES to any entity set forth in Exhibit 17.
- h. Equifax for Force Majeure. Equifax shall have the right to terminate this Agreement pursuant to Section 15.03.
- i. Equifax for Additional Charges. If the Base Charges for Services provided on the Initial Commencement Date are increased pursuant to Section 3.03(ii) by more than eleven percent (11%) from the amount set forth on Exhibit 1, then Equifax may, on not less than six (6) months prior written notice, terminate this Agreement. This right to terminate may only be exercised by Equifax within thirty (30) days after the end of the twelve (12) month period referred to in Section 4.06.
- j. Maximum Liability. If a party is liable for damages in excess of the applicable Cap, the other party may terminate this Agreement upon not less than six (6) months notice, unless the party that exceeded its Cap agrees, within thirty (30) days after receiving notice of the other party's intention to terminate this Agreement, to reset such Cap to an amount equal to the payments made by Equifax to PwCES for recurring Services under a Set of Exhibits during the three (3) months prior to the occurrence of the first event that is the subject of the first claim with respect to any liability arising after receipt of such notice.

parties' respective obligations and rights under each possible circumstance of termination or expiration; provided, however, termination pursuant to Sections 16.01b, c and d shall not constitute a party's exclusive remedy for a breach of this Agreement, and neither party shall be deemed to have waived any of its rights accruing hereunder prior to such termination.

16.03 Termination Charge. If applicable, Equifax shall pay PwCES the Termination Charge specified in Exhibit 1 (i) on the date PwCES ceases to provide the Continuing Services if this Agreement is terminated pursuant to Section 16.01a or (ii) the earlier of thirty (30) days from the date of notice of termination and the date PwCES ceases to provide the Continuing Services if this Agreement is terminated pursuant to any other Section. The Termination Charge for any partial termination (e.g., termination of a Service or reduction in the list of Affiliates of Equifax) shall be calculated by applying the percentage of charges attributable to the reduction in Services pro rata against the Termination Charge for termination of the entire Agreement. With respect to those termination events for which the Termination Charge applies, Equifax acknowledges that the Termination Charge plus the costs to be paid by Equifax pursuant to Exhibit 11 constitute liquidated damages for the loss of the bargain, are not a penalty and are a reasonable approximation of PwCES's damages under the circumstances as can best be determined as of the date of this Agreement. In consideration for payment of the applicable Termination Charge and such costs, Equifax shall have no liability, and PwCES shall not allege that Equifax has any liability, for claims relating solely to the termination of this Agreement.

16.04 Critical Services. The parties acknowledge that the performance of the Services will be critical to the operations of Equifax and its Affiliates. Accordingly, notwithstanding any other provision in this Agreement to the contrary, except Sections 3.16 and 4.04c and except for an intentional breach of Article 9, PwCES shall not voluntarily withhold the provision of the Services under any circumstances.

#### ARTICLE 17. INDEMNIFICATION

17.01 PwCES Indemnification of Equifax. PwCES shall indemnify and hold harmless Equifax and its Affiliates and their respective officers, directors, employees, members, partners, agents, successors and assigns from, and shall defend Equifax against, any costs, liabilities, fines, penalties, damages or expenses (including reasonable attorneys' fees and amounts paid in settlement) arising out of or relating to:

- (i) any claim by a third party that the Services, the PwCES Products, or any work performed by PwCES, or work performed by PwCES's agents, consultants or contractors with respect to the PwCES Products, under this Agreement infringes the proprietary rights of any third party;
- (ii) any alleged act or omission by PwCES or any of its employees giving rise to potential liability arising out of or relating to (a) any unlawful discrimination or harassment, (b) PwCES employee benefits or (c) any other aspect of the employment relationship or the termination of the employment relationship relating to a Transitioned Employee, arising on or after such Transitioned Employee's starting date with PwCES (including claims for breach of an express or implied contract of employment), except to the extent any such claim arises from the wrongful act of Equifax;
- (iii) any unlawful discrimination by PwCES in selecting the Equifax Selected Employees;
- (iv) materials prepared by PwCES pursuant to Section 7.01;
- (v) claims for personal injuries, death or damage to tangible personal or real property to the extent caused by acts or omissions of PwCES or its Affiliates, contractors and agents, including negligence;
- (vi) claims arising from a violation of any federal, state, local or foreign law, rule or regulation to the extent caused by acts or omissions of PwCES;
- (vii) claims arising out of any Transferred Agreement after the date such Transferred Agreement is transferred to PwCES, except to the extent any such claim arises from the failure of Equifax to obtain the appropriate consents or approvals;

- (viii) claims arising from PwCES's provision of any services to any third party from the same facilities from which the Services are provided to Equifax;
- (ix) claims arising out of PwCES's use (in providing the Services to Equifax) of any Equifax Software licensed by Equifax from a third party, to the extent due to PwCES's (or any of its agents' or subcontractors') breach of the third party's license agreement with Equifax, excluding, however, any claim arising from the failure of Equifax to obtain the appropriate consents or approvals for such use, or any claims arising under Section 17.02 below;
- (x) claims arising from fraud committed by a PwCES employee (this obligation with respect to a Transitioned Employee during the first twelve (12) months after the Initial Commencement Date is limited as set forth in Section 15.04);
- (xi) claims or suits attributable to breaches of PwCES's express representations and warranties contained in this Agreement; and
- (xii) PwCES's tax liabilities arising from PwCES's provision of Services, as set forth in Section 4.05.

17.02 Equifax Indemnification of PwCES. Equifax shall indemnify and hold harmless PwCES and its Affiliates and their respective officers, directors, employees, members, partners, agents, successors and assigns from, and shall defend PwCES against, any costs, liabilities, damages or expenses (including reasonable attorneys' fees and amounts paid in settlement) arising out of or relating to:

- (i) any claim by a third party that the use by PwCES, in the performance of the Services to Equifax and its Affiliates in accordance with this Agreement, of any Equifax Software or other software owned or licensed by Equifax accessed by, used by or assigned by Equifax to PwCES infringes the proprietary rights of any third party, but excluding any claims relating to any changes or modifications to the Equifax Software or such other software made by PwCES or its Affiliates or contractors;
- (ii) any alleged act or omission by Equifax or its employees giving rise to potential liability arising out of or relating to (a) any unlawful discrimination or harassment, (b) Equifax employee benefits not expressly assumed by PwCES, (c) any representations, oral or written, made by Equifax to Transitioned Employees or (d) any other aspect of the employment relationship or the termination of the employment relationship relating to a Transitioned Employee, arising prior to such Transitioned Employee's starting date with PwCES, including, without limitation, claims that Equifax has violated the WARN Act or other claims arising as a result of the transition, claims for breach of an express or implied contract of employment, Equifax employee benefits plans, policies or programs or with respect to any claims by Equifax Selected Employees under such plans, policies or programs or otherwise with respect to services rendered or events or incidents that occur prior to a Transitioned Employee's starting date with PwCES;
- (iii) the failure of Equifax to obtain any consent or approval as required under Section 3.12b;
- (iv) claims or suits attributable to breaches of Equifax's express representations and warranties contained in this Agreement;
- (v) Equifax tax liabilities accruing prior to the Commencement Date;
- (vi) Equifax's tax liabilities arising from PwCES's provision of Services, as set forth in Section 4.05;
- (vii) claims for personal injuries, death or damage to tangible personal or real property to the extent caused by acts or omissions of Equifax or its Affiliates, contractors or agents, including negligence;
- (viii) claims arising from a violation of any federal, state, local or foreign law, rule, regulation or order to the

extent caused by acts or omissions of Equifax;

- (ix) claims arising out of any Transferred Agreement before the date such Transferred Agreement is transferred to PwCES;
- (x) shareholder derivative suits against Equifax; and
- (xi) claims made by Affiliates of Equifax related to Services provided under this Agreement.

17.03 General Equifax Indemnity. Without limiting PwCES's liability to Equifax under this Agreement related to meeting PwCES's obligations to perform the Services in accordance with the terms of this Agreement, Equifax agrees to indemnify and defend PwCES and its Affiliates and hold PwCES and its Affiliates harmless from any and all third party claims, actions, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, arising out of or relating to the use by Equifax of the Services in the operation of Equifax's business. The indemnification set forth in this Section shall not apply to claims arising out of or related to PwCES's negligence, willful misconduct or breach of this Agreement, or violation of any law, rule, regulation or order, to the extent such negligence, willful misconduct, breach or violation is the cause of such claim.

17.04 Indemnification Procedure.

- a. In General. The indemnified party shall notify the indemnifying party of any claim under this Article within thirty (30) days (or such shorter period as may be required to respond to a third party claim) after receipt of notice. A party required to indemnify the other party under this Agreement shall have no obligation for any claim under this Article if:
  - (i) the indemnified party fails to notify the indemnifying party of such claim as provided above, but only to the extent that the defense of such claim is prejudiced by such failure;
  - (ii) the indemnified party fails to tender control of the defense of such claim to the indemnifying party; or
  - (iii) the indemnified party fails to provide the indemnifying party with all reasonable cooperation in the defense of such claim (the cost thereof to be borne by the indemnifying party).
- b. Consent. The indemnifying party shall have no obligation for any claim under this Agreement if the indemnified party makes any admission or settlement regarding such claim without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld.
- c. Participation. The indemnified party shall have the right (but not the obligation) to participate in such defense or settlement, in which event each party shall pay its respective attorneys' fees.

#### ARTICLE 18. PWC

PwC shall be jointly and severally liable for the obligations of PwCES under this Agreement. For the avoidance of doubt, the joint and several liability of PwC and PwCES under this Agreement shall not entitle Equifax to double recovery for any one claim. PwC shall not be deemed the employer of any Transitioned Employee.

#### ARTICLE 19. MISCELLANEOUS

19.01 Independent Contractors. Each of PwCES and Equifax is an independent contractor. Neither party shall have any authority to bind the other party unless expressly agreed in writing. Nothing in this Agreement shall be construed to create a partnership, agency or employer-employee relationship between PwCES and Equifax, and in no event shall PwCES and Equifax be deemed joint employers. The rights, obligations and liabilities of the parties shall be several and not joint or collective.

19.02 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument.

- 19.03 Entire Agreement. Except as otherwise provided herein, this Agreement, including the Exhibits hereto, represents the entire understanding and agreement between the parties, and supersedes any prior agreement, understanding or communication between the parties, with respect to the subject matter hereof. This Agreement may only be amended by a writing executed by both parties.
- 19.04 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 19.05 Assignment. Neither party may assign or transfer this Agreement, or any of its rights and obligations under it, without the prior written consent of the other party. Notwithstanding the foregoing, (i) either party may assign or transfer this Agreement, and its rights and obligations under it, to one of its Affiliates, provided (a) the Affiliate agrees in writing to the obligations of the assigning or transferring party set forth in this Agreement, (b) such party guarantees the obligations of such Affiliate and (c) such assignment or transfer does not create an Impairment of Independence and (ii) subject to Section 16.01e, Equifax may assign this Agreement in connection with the sale of all or substantially all of its assets.
- 19.06 Insurance. During the term of this Agreement, PwCES shall maintain and keep in full force and effect, at its sole cost and expense, insurance as set forth below with an insurance company licensed to do business in the location where the Services are to be performed.
- (i) Commercial General Liability insurance including, without limitation, contractual liability coverage that indicates this Agreement is a "covered contract," premises, completed operations, broad-form property damage, independent contractors and personal injury liability in an amount not less than two million dollars (\$2,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate;
  - (ii) Workers Compensation insurance in accordance with statutory requirements as well as Employer's Liability insurance with limits not less than \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 and such insurance shall cover all individuals who will be used in any capacity by PwCES in performing Services;
  - (iii) Automobile Liability insurance (including owned, non-owned, hired and loaned vehicles) with a combined single limit of not less than one million dollars (\$1,000,000.00) for bodily injury and property damage;
  - (iv) Fidelity Bond/Commercial Crime insurance covering employee dishonesty, including, without limitation, dishonest acts of PwCES and its employees, agents or subcontractors and such insurance shall also include  
  
third party liability coverage and be written for limits not less than ten million dollars (\$10,000,000.00);
  - (v) Professional Liability insurance for operations performed for Equifax and its employees or customers with limits of liability not less than fifty million dollars (\$50,000,000.00) each claim and fifty million dollars (\$50,000,000.00) aggregate; and
  - (vi) Umbrella/Excess Liability insurance on a follow form basis with a limit of not less than twenty million dollars (\$20,000,000.00) for each occurrence and twenty million dollars (\$20,000,000.00) aggregate and such umbrella insurance shall name as underlying policies the Commercial General Liability, Employer's Liability and Auto Liability insurance coverage required above.
- 19.07 Order of Precedence. In the event of a Dispute, the terms of this Agreement, the Exhibits and any Change Orders shall be interpreted in the following order of precedence: (i) the terms of a Change Order shall take precedence, (ii) followed by the terms of an Exhibit and (iii) followed by the terms in this Agreement. Notwithstanding the foregoing sentence, a Change Order may only amend an Exhibit or this Agreement by express reference to the term or condition of the Exhibit or this Agreement that is to be amended.
- 19.08 Remedy. Nothing in this Agreement shall prevent any disputing or allegedly aggrieved party from pursuing a temporary restraining order, injunctive relief or other equitable relief from a court of competent jurisdiction against the other party at any time if the disputing or

allegedly aggrieved party believes in good faith that a breach or threatened breach of any of the provisions of this Agreement would cause it irreparable harm.

- 19.09 Survival. To the extent a provision of this Agreement, including, without limitation, Articles entitled Breach; Remedies, Indemnification, Confidentiality and Data, Dispute Resolution, Arbitration and Miscellaneous, provides for rights, interests, duties, claims, undertakings and obligations subsequent to the termination or expiration of this Agreement, such provision of this Agreement shall survive such termination or expiration.
- 19.10 Required Approvals. Each party shall obtain all necessary licenses, permits and approvals of this Agreement required by any governmental agency, at its sole cost and expense.
- 19.11 Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations.
- 19.12 Waiver. Except as set forth in Section 3.11c, the failure of either party to insist upon the strict and punctual performance of any provision hereof shall not constitute a waiver of, or estoppel against asserting the right to require such performance, nor should a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach whether of a similar nature or otherwise.
- 19.13 Unenforceable Terms. In the event any term or provision of this Agreement shall for any reason be declared or held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction or by the arbitrators contemplated by Article 13, each party shall agree that (i) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and (ii) such term or provision shall be (a) reformed to the extent necessary to render such term or provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law or (b) interpreted and construed as if such term or provision, to the extent unenforceable, had never been contained herein.
- 19.14 Further Assurances. During the term of this Agreement and at all times thereafter, each party shall provide to the other party, at its request, reasonable cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, samples, exhibits, specimens and any other documentation) as necessary to effect the terms of this Agreement.
- 19.15 References to Articles, Sections and Exhibits. Unless otherwise specified herein, all references herein to an Article, Section, or Exhibit shall be deemed to be references to the corresponding Article, Section or Exhibit of this Agreement.
- 19.16 Governing Law, Submission to Jurisdiction and Service of Process. All rights and obligations of the parties relating to this Agreement shall be governed by and construed in accordance with the law of the State of New York, without giving effect to any choice-of-law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Each party shall bring any suit, action or other proceeding to enforce the obligation of the other party hereto to resolve a Dispute in accordance with Article 13 in a  
  
court of competent jurisdiction sitting in the State of Georgia, and each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may have, whether now or in the future, to the laying of venue in, or to the jurisdiction of, any and each of such courts for the purpose of any such suit, action, proceeding or judgment and further waives any claim that any such suit, action proceeding or judgment has been brought in an inconvenient forum, and each party hereto hereby submits to such jurisdiction. Each party hereto hereby agrees that service of process may be completed in any such suit, action or proceeding by any reasonable means calculated to assure actual notice, including, without limitation delivery by Federal Express or other courier service, certified mail or postage prepaid first class mail.
- 19.17 Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be deemed to have been given (i) five (5) days after mailing when mailed (by registered or certified mail, postage prepaid, only), (ii) on the second day after delivery to a national express courier service (including, without limitation, DHL and Federal Express), (iii) on the date sent when made by facsimile transmission with confirmation of receipt (with hard copy to follow by registered or certified mail, postage prepaid, only or by a national express courier service) and (iv) on the date received when delivered in person or by hand courier, to the address set forth below or such other place or places as such

party may from time to time designate in writing. Any party may alter its address set forth above by notice in writing to the other party in the manner set forth herein.

<TABLE>

<S>

if to PwCES:  
  
PwCES LLC  
50 Hurt Plaza, Suite 1700  
Atlanta, GA 30303  
Attention: Karl Sachsenmaier  
Telephone: 404-658-8740  
Facsimile: 404-658-8899

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

PricewaterhouseCoopers LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Attention: Office of General Counsel  
Telephone: 212-707-6754  
Facsimile: 212-259-5142

if to PwC:

PricewaterhouseCoopers LLP  
50 Hurt Plaza, Suite 1700  
Atlanta, GA 30303  
Attention: Karl Sachsenmaier  
Telephone: 404-658-8740  
Facsimile: 404-658-8899

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

PricewaterhouseCoopers LLP  
1301 Avenue of the Americas  
New York, NY 10019  
Attention: Office of General Counsel  
Telephone: 212-707-6754  
Facsimile: 212-259-5142

</TABLE>

<C>

if to Equifax:  
  
Equifax Inc.  
1600 Peachtree Street  
Atlanta, GA 30309  
Attention: David Post  
Telephone: 404-885-8544  
Facsimile: 404-885-8682

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

Equifax Inc.  
1600 Peachtree Street  
Atlanta, GA 30309  
Attention: General Counsel  
Telephone: 404-888-5093  
Facsimile: 404-885-8682

- 19.18 No Third Party Beneficiary Status. Except as expressly stated herein with respect to each party's Affiliates and contractors, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other party.
- 19.19 Headings. Headings and captions contained in this Agreement are for convenience only and do not substantively affect the terms of this Agreement.
- 19.20 Expenses. Each party shall be responsible for the costs and expenses associated with the preparation or completion of this Agreement and the transactions contemplated hereby.
- 19.21 Equifax Most Favored Vendor Provision. If PwCES provides any services to a third party from the same facilities from which the Services are provided to Equifax, which services include or utilize any internet, intranet or other network security, verification or authentication product or service then offered by Equifax (including, without limitation, digital signature, certification or authentication products or services), (collectively, "Equifax Products"), Equifax shall have a right of first refusal to provide the Equifax Products to PwCES in connection with such third party services.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representative, has hereby executed this Finance and Accounting Business Process and Support Services Agreement.

Agreed to by:

PWCES LLC  
By:/s/ Larry B. Quimby  
Name: Larry B. Quimby  
Title: V.P.

EQUIFAX INC.  
By:/s/ John T. Chandler  
Name: John T. Chandler  
Title: Corporate V.P.

PRICEWATERHOUSECOOPERS LLP

By:/s/ Larry B. Quimby  
Name: Larry B. Quimby  
Title: Partner

FIRST AMENDMENT TO  
FINANCE AND ACCOUNTING BUSINESS PROCESS AND SUPPORT SERVICES  
AGREEMENT

This First Amendment ("Amendment"), dated as of June 11, 1999, is made by and between PwCES LLC, a Delaware limited liability company ("PwCES") and PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC") on the one hand, and Equifax Inc., a Georgia corporation ("Equifax") on the other hand.

RECITALS

WHEREAS, the parties have entered into that certain Financing and Accounting Business Process and Support Services Agreement, dated as of June 4, 1999 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement;

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

1. Section 3.12(b) of the Agreement is amended by deleting the last sentence thereof and substituting in lieu thereof the following:

"PwCES's use of the Equifax Software licensed by Equifax will be subject to the restrictions of the third party license agreements with the licensors of such Equifax Software (except to the extent such restriction prohibit PwCES from using such Equifax Software), and Equifax appoints PwCES as Equifax's agent for the limited purpose of using such Equifax software to provide the Services, subject to the restrictions of such third party license agreements, but not for the purpose of entering into any oral or written agreements for or on behalf of Equifax with respect to such Equifax Software."

This Amendment shall be construed in connection with and as part of the Agreement, and except as modified and expressly amended by this Amendment, all terms, conditions and covenants contained in the Agreement shall be and remain in full force and effect. Any and all notices, requests, orders and other instruments executed and delivered after the execution of this Amendment may refer to the Agreement without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context otherwise requires.

IN WITNESS WHEREOF, each of the parties hereto, by its duly authorized representatives, has hereunto executed this Amendment.

PwCES LLC

EQUIFAX INC.

By: Larry B. Quimby  
-----  
Name: Larry B. Quimby  
Title: Vice President

By: John T. Chandler  
-----  
Name: John T. Chandler  
Title: Corporate Vice President

PRICEWATERHOUSECOOPERS LLP

By: Larry B. Quimby  
-----  
Name: Larry B. Quimby  
Title: Partner

EXHIBIT 10.29

SCHEDULE OF OMITTED EXHIBITS  
OF THE  
FINANCE AND ACCOUNTING BUSINESS PROCESS  
AND SUPPORT SERVICES AGREEMENT

The following exhibits to the Finance and Accounting Business Process and Support Services Agreement, dated as of June 4, 1999 (the "FA Agreement"), among PwCES LLC ("PwCES"), PricewaterhouseCoopers LLP ("PwC"), and Equifax, Inc. ("Equifax"), as amended by the First Amendment to Finance and Accounting Business Process and Support Services Agreement, dated as of June 11, 1999, among PwCES, PwC, and Equifax are omitted from this filing. Equifax agrees to provide to the Commission supplementally upon request copies of all exhibits described below.

Exhibit 1 - is a financial exhibit containing (a) a statement of base charges

- ----- for the ten year term of the FA Agreement; (b) a statement of baseline services to be provided by PwCES: (c) a statement of incremental charges for additional costs to Equifax for additional services provided by PwCES: (d) a statement of incremental credits to Equifax for sub baseline provision of services by PwCES: (e) an inflation adjustment index; (f) provisions for the calculation of performance credits and bonuses; (g) a statement of termination charges; (h) a statement of threshold limits with respect to services provided in the FA Agreement; (i) a statement of the minimum revenue commitment; (j) a statement of the pool of resources to be made available to Equifax by PwCES; and (k) a statement of procedures with respect to third party agreements.

Exhibit 2 - (a) sets forth a general description and a detailed description of  
- ----- base services to be provided by PwCES to Equifax in the United States and Canada which include: (i) finance and accounting management, (ii) credit marketing services, (iii) consumer information services ("CIS"), (iv) risk management services ("RMS") - general accounting, (v) Canada - CIS, (vi) Canada - RMS, (vii) payment services general accounting and accounts payable, (viii) accounts receivable - shared services, (ix) control accounting - shared services, (x) staff support services - shared services, (xi) fixed assets - shared services, (xii) budget - shared services, (xiii) accounts payable - shared services, and (xiv) information technology services; (b) provides that service levels will be developed and refined after the execution of the HR Agreement; and (c) sets forth service level reporting guidelines for PwCES.

Exhibit 3 - has been intentionally left blank.  
- -----

Exhibit 4 - shows that there have been no transferred agreements, and provides a  
- ----- reference to determine transferred assets.

Exhibit 5 - describes the transition plan pursuant to which PwCES will begin  
- ----- providing services to Equifax.

Exhibit 6 - sets forth employees that will be affected by the provisions of the  
- ----- FA Agreement as follows: (a) employees of Equifax that may be affected; (b) key Equifax personnel for whom PwCES will attempt to assist Equifax in documenting services provided by such personnel in case such personnel fail to enter into independent contractor agreements with PwCES; (c) it describes the hiring plan of PwCES for selected Equifax employees; and (d) and (e) will be attached after execution of the FA Agreement to set forth employees who have made the transition from being employed by Equifax to being employed by PwCES and those persons that will be key employees of PwCES, respectively.

Exhibit 7 - is a list of Equifax affiliates.  
- -----

Exhibit 8 - shows that there is no PwCES software relevant to the FA Agreement.  
- -----

Exhibit 9 - is a list of Equifax owned and licensed software relevant to the FA  
- ----- Agreement.

Exhibit 10 - provides for an operating level agreement to be developed and  
- ----- refined after the execution of the FA Agreement, and inserted after the execution of the FA Agreement.

Exhibit 11 - sets forth termination provisions and services to be provided by  
- ----- PwCES to Equifax upon termination.

Exhibit 12 - describes facilities owned by Equifax to which PwCES will have  
- ----- access to and use of.

Exhibit 13 - sets forth projects on which Equifax employees are currently  
- ----- working, and on which certain employees will continue working as they transition from being employed by Equifax to being employed by PwCES, for the purpose of calculating base charges to be paid from Equifax to PwCES.

Exhibit 14 - sets forth a schedule for implementation of a business recovery  
- ----- plan and a disaster recovery plan for PwCES technology, for Equifax software and related hardware, and for critical business processes.

Exhibit 15 - sets forth (a) a change of control procedure; (b) a bill of sale,  
- ----- assignment, and power of attorney; and (c) a confidentiality agreement to be used among Equifax, PwCES, and third parties.

Exhibit 16 - sets forth certain assumptions to be considered with respect to the  
- ----- FA Agreement.

Exhibit 17 - is (a) a list of Equifax competitors, and (b) a list of PwCES  
- ----- competitors.

Exhibit 18 - shows that there is no third party software with respect to the FA  
- ----- Agreement.

Exhibit 19 - shows that there are no third party agreements with respect to the  
- ----- FA Agreement.

<TABLE>  
<CAPTION>

EXHIBIT 13.1

SUMMARY OF SELECTED FINANCIAL DATA

(Dollars in thousands, except per share amounts)

Year ended December 31 1996	1999	1998	1997
<S> <C>	<C>	<C>	<C>
SUMMARY OF OPERATIONS			
Operating revenue 1,222,798	\$ 1,772,694	\$ 1,620,978	\$ 1,366,087
Operating costs and expenses before unusual items 955,897	1,358,155	1,255,326	1,042,179
Unusual items (10,313)	--	--	(25,000)
Operating income 256,588	414,539	365,652	298,908
Other income, net 22,400	12,356	4,294	45,027
Interest expense (16,439)	(60,971)	(42,701)	(20,797)
Income from continuing operations before income taxes and cumulative effect of accounting change 262,549	365,924	327,245	323,138
Provision for income taxes 109,452	150,047	133,812	137,613
Income from continuing operations before cumulative effect of accounting change 153,097	215,877	193,433	185,525
Discontinued operations, net of income taxes 24,520	--	--	1,449
Cumulative effect of accounting change, net of income taxes *	--	--	(3,237)
Net income \$ 177,617	\$ 215,877	\$ 193,433	\$ 183,737
Dividends paid \$ 49,704	\$ 51,961	\$ 52,063	\$ 52,030
PER COMMON SHARE (diluted)			
Income from continuing operations before cumulative effect of accounting change 1.03	\$ 1.55	\$ 1.34	\$ 1.26
Discontinued operations 0.16	--	--	0.01
Cumulative effect of accounting change --	--	--	(0.02)
Net income \$ 1.19	\$ 1.55	\$ 1.34	\$ 1.24
Dividends \$ 0.330	\$ 0.363	\$ 0.353	\$ 0.345
Weighted average common shares outstanding (diluted) 149,207,000	139,603,000	144,403,000	147,818,000
BALANCE SHEET DATA (at December 31)			
Total assets - continuing operations 1,011,104	\$ 1,839,781	\$ 1,828,795	\$ 1,177,104

Total assets	\$ 1,839,781	\$ 1,828,795	\$ 1,177,104	
\$ 1,207,518				
Long-term debt	\$ 933,708	\$ 869,486	\$ 339,301	\$
304,942				
Shareholders' equity	\$ 215,625	\$ 366,466	\$ 349,397	\$
424,950				
Common shares outstanding	134,001,000	140,042,000	142,609,000	
144,876,000				
OTHER INFORMATION (at December 31)				
Stock price per share **	\$ 23.56	\$ 34.19	\$ 35.44	
\$ 27.41				
Book value per share	\$ 1.61	\$ 2.62	\$ 2.45	
\$ 2.93				
Market capitalization **	\$ 3,157,388	\$ 4,787,686	\$ 5,053,706	\$
3,970,444				
Employees - continuing operations	12,700	14,000	10,000	
9,500				

<CAPTION>

(Dollars in thousands, except per share amounts)

Year ended December 31 1992	1995	1994	1993	
-----				
<S>	<C>	<C>	<C>	
<C>				
SUMMARY OF OPERATIONS				
Operating revenue	\$ 1,105,309	\$ 968,660	\$ 813,235	\$
724,030				
Operating costs and expenses before unusual items	883,405	770,779	649,135	
584,204				
Unusual items	9,243	--	(48,438)	
--				
-----				
Operating income	231,147	197,881	115,662	
139,826				
Other income, net	7,335	8,643	3,881	
7,474				
Interest expense	(15,342)	(12,986)	(8,742)	
(3,031)				
-----				
Income from continuing operations before income taxes and cumulative effect of accounting change	223,140	193,538	110,801	
144,269				
Provision for income taxes	90,355	79,804	48,525	
59,056				
-----				
Income from continuing operations before cumulative effect of accounting change	132,785	113,734	62,276	
85,213				
Discontinued operations, net of income taxes	14,865	6,612	1,239	
133				
Cumulative effect of accounting change, net of income taxes *	--	--	--	
--				
-----				
Net income	\$ 147,650	\$ 120,346	\$ 63,515	
\$ 85,346				
=====				
Dividends paid	\$ 50,223	\$ 47,161	\$ 42,041	
\$ 42,770				
PER COMMON SHARE (diluted)				
Income from continuing operations before cumulative effect of accounting change	\$ 0.86	\$ 0.75	\$ 0.41	\$
0.52				
Discontinued operations	0.10	0.04	0.01	
--				
Cumulative effect of accounting change	--	--	--	
--				
-----				
Net income	\$ 0.96	\$ 0.79	\$ 0.42	
\$ 0.52				
=====				

=====				
Dividends	\$	0.315	\$	0.303
\$ 0.260			\$	0.280
Weighted average common shares outstanding (diluted)		154,375,000		150,691,000
164,746,000				151,631,000
BALANCE SHEET DATA (at December 31)				
Total assets - continuing operations	\$	871,489	\$	836,728
621,322			\$	629,318
Total assets	\$	976,173	\$	934,832
\$ 638,375			\$	643,279
Long-term debt	\$	302,665	\$	211,962
191,749			\$	200,070
Shareholders' equity	\$	353,465	\$	361,935
257,990			\$	254,031
Common shares outstanding		147,245,000		151,790,000
151,550,000				149,618,000
OTHER INFORMATION (at December 31)				
Stock price per share **	\$	19.13	\$	11.80
\$ 9.23			\$	12.25
Book value per share	\$	2.40	\$	2.38
\$ 1.70			\$	1.70
Market capitalization **	\$	2,816,061	\$	1,790,667
1,399,413			\$	1,832,821
Employees - continuing operations		9,800		9,600
7,500				8,000
</TABLE>				

\* The 1997 accounting change relates to EITF No. 97-13 regarding accounting for business process reengineering costs.

\*\* Stock prices and market capitalization have been adjusted to reflect the spinoff of ChoicePoint.

1999 ANNUAL REPORT MD&amp;A

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL RESULTS  
OF OPERATIONS AND FINANCIAL CONDITION

This discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes. On August 7, 1997, the Company completed the spinoff of its Insurance Services industry segment, "ChoicePoint" (Note 2). Accordingly, the results of operations information presented below do not reflect the ChoicePoint operations.

## RESULTS OF OPERATIONS

Consolidated revenue for the year was \$1.77 billion, an increase of \$151.7 million or 9.4% over 1998. Excluding the impact of divestitures (Note 4), revenue increased 10.2% in 1999 and 19.8% in 1998 with acquisitions contributing about 6.4 and 11.9 percentage points of the increases, respectively. Revenue growth in 1999 also benefited from improvements in the Company's U.S. card and check operations. However, the 1999 revenue growth was tempered by the currency exchange rate decline in Brazil, which negatively impacted 1999 revenue growth by \$25.2 million, or 1.6 percentage points. Revenue growth in 1998 benefited from the performances of Card Solutions and U.S. Credit Information and Marketing Services, as well as acquisitions.

Operating income of \$414.5 million increased \$48.9 million, or 13.4% over 1998. In 1998, operating income increased \$41.7 million, or 12.9% over 1997 (excluding a \$25 million unusual charge in 1997 - Note 9). The 1999 improvement over 1998 resulted primarily from revenue growth in U.S. check and card operations as well as cost control initiatives and expense reductions throughout the Company. Cost control initiatives in 1999 included headcount reductions, the outsourcing of certain administrative functions, and obtaining lower costs from service providers. One provider of data processing services issued the Company a \$3.5 million rebate in September related to 1999 services through that date. Expense reductions in 1999 included \$10.1 million for the U.S. retirement plan (Note 8), and \$5.1 million in performance share plan expense (Note 7). However, these cost control initiatives and expense reductions were partially offset by a \$16.3 million increase in operating losses in two strategic emerging businesses, Knowledge Engineering and Equifax Secure, and \$2.2 million higher "year 2000 program" expenses.

The 1998 operating income improvement over 1997 resulted from the revenue growth and operating margin improvements in North American Information Services and Payment Services, as well as gains related to acquisitions in Latin America and continuing expense controls throughout the organization. These improvements were partially offset by Equifax Europe, which had a \$26.2 million reduction in operating income from 1997 due to several factors (see Equifax Europe segment discussion below).

In 1999, the Company expensed approximately \$26.4 million (\$15.8 million after tax, or \$0.11 per share) in costs related to the Company's "year 2000 program." During 1998 and 1997, the Company expensed approximately \$24.2 million (\$14.5 million after tax or \$0.10 per share) and \$4.8 million (\$2.9 million after tax or \$0.02 per share), respectively for these costs.

In April 1999, the Company sold its 34% equity interest in Proceda S.A. in Brazil, and in June 1999, also sold three risk management offices located in the U.S. These sales resulted in a gain of \$7.1 million recorded in other income (\$2.9 million after tax, or \$0.02 per share). During the second quarter of 1997, the Company's National Decision Systems business unit was sold resulting in a gain of \$42.8 million (\$17.9 million after tax, or \$0.12 per share) recorded in other income. During the fourth quarter of 1997, Equifax recorded a \$25.0 million expense charge (\$15.0 million after tax, or \$0.10 per share) in connection with its purchase of Computer Science Corporation's (CSC) collections business. This charge reflects valuation differences on this acquisition, which was then sold in October 1998 for approximately the carrying amount of its net assets (Note 9).

Results for 1997 also include a nonrecurring after-tax charge of \$3.2 million or \$.02 per share related to an accounting rule established by the Financial Accounting Standards Board Emerging Issues Task Force on November 20, 1997. This rule, EITF Issue No. 97-13, requires certain components of computer system

development projects to be expensed as they are incurred and also requires that any unamortized amounts previously capitalized be written off (Note 1).

Diluted earnings per share in 1999 increased 15.7%, from \$1.34 in 1998 to \$1.55 in 1999. Net income was \$215.9 million in 1999, an increase of 11.6% over 1998's net income of \$193.4 million. Higher diluted earnings per share increases relative to net income increases reflect the Company's continued repurchase of treasury stock during 1999. For the year, the average diluted shares outstanding declined 3.3%, with 2.1% as a result of Equifax's 1999 stock repurchases.

There are five reporting segments: North American Information Services, Payment Services, Equifax Europe, Equifax Latin America, and Other. The discussion below analyzes the following: (1) revenue and operating income for each of the five segments; (2) general corporate expense; (3) consolidated other income, interest expense, and effective income tax rates; and (4) financial condition. Prior year information has been restated to conform with the current year presentation (Note 11). Note 10 provides details on the segment results by quarter for 1999 and 1998, and Note 11 provides additional segment and geographic information.

#### NORTH AMERICAN INFORMATION SERVICES

(In millions)	1999	1998	1997
-----	----	----	----
Revenue	\$768.4	\$769.1	\$703.4
Operating income	\$281.5	\$266.6	\$241.3

North American Information Services includes U.S. Credit Information and Marketing Services, U.S. Risk Management Services, Mortgage Services, Canadian Operations, Knowledge Engineering, Consumer Direct, Equifax Secure, as well as National Decision Systems (divested in May 1997). Revenue in this segment declined slightly in 1999 compared to a 9.3% increase in 1998. Excluding the effects of acquisitions and divestitures, revenue increased .2% in 1999 and 7.8% in 1998, with the revenue increase in 1999 tempered by lower growth in U.S. Credit and Marketing Services and Mortgage Services as well as a revenue decline within U.S. Risk Management Services.

U.S. Credit Information and Marketing Services' revenue increased 3.2% in 1999 and 11.1% in 1998. Excluding the effects of acquisitions, revenue was up 1.9% in 1999 and 8.7% in 1998. The lower revenue growth in 1999 reflects reduced growth in both credit information services and marketing services. The lower growth in credit information services' revenue was driven by reduced demand from mortgage industry customers resulting from the higher interest rate environment, lower volume growth from financial services and telecommunication/utility industries' customers, and an average price decline of about 4%. The slowdown in marketing services' revenue growth was due to pricing pressures and consolidation within the financial services industry. Pricing pressures within credit information services and marketing services are expected to continue in 2000, but volume growth is expected to more than offset the price declines. The increase in U.S. Credit and Marketing Services' revenue in 1998 was due to volume growth from telecommunication/utility industries' customers as well as growth in marketing services. The 1998 increase also benefited from higher volumes associated with mortgage refinancing activities due to the favorable interest rate environment. Average prices for credit reports were up slightly in 1998.

After adjusting for the effects of divestitures, revenue in U.S. Risk Management Services declined 5.9% in 1999 and increased 9.1% in 1998. The decline in 1999 was due to lower revenue from the accounts receivable outsourcing business due to reduced volumes and the attrition of a customer that took its business in house earlier in the year, while the 1998 increase was due primarily to new business from accounts receivable outsourcing.

Revenue in Mortgage Services increased 6.7% in 1999 and 45.7% in 1998. The revenue growth in 1999 was tempered in the last half of the year by an 18% percent decline in revenue, as compared to the comparable prior year period, due to rising interest rates impacting refinancing activity. The increase in 1998 was due to increased

volumes resulting from the favorable interest rate environment in that period.

Canadian revenue was virtually the same level in 1999 as the prior year amount and was down 3.7% in 1998. Excluding acquisitions, in local currency, revenue was down 3.0% in 1999 and .2% in 1998. The 1999 decline was due to lower revenue from the consumer information business driven by pricing pressures and increased competition, partially offset by higher revenue in risk management services. The slight decline in 1998 resulted from revenue gains in the consumer information business being more than offset by declines in risk management services.

Revenue in Equifax Secure and Knowledge Engineering totaled \$11.1 million in 1999, and is expected to more than double in 2000.

Operating income for North American Information Services increased 5.6% in 1999 and 10.5% in 1998. Growth in both periods was tempered by increased operating losses within Equifax Secure related to the development of remote authentication and digital certificates as well as increased operating losses from

developmental activities in the Knowledge Engineering business. These investments are expected to continue in 2000, but at a lower level than in 1999. Absent these strategic investments in emerging businesses, operating income increased approximately 12% in 1999 and 13% in 1998. The increase in 1999 resulted from cost control initiatives that included headcount reductions and lower costs from service providers, including a \$3.5 million rebate from a data processing services provider recorded in the third quarter. Additionally, 1999 operating income benefited from lower incentive expense and a \$5.3 million reduction in pension expense. The increase in this segment's operating income in 1998 was due primarily to revenue growth within U.S. Credit Information and Marketing Services, reflecting the operating leverage inherent in this business.

#### PAYMENT SERVICES

(In millions)	1999	1998	1997
-----	----	----	----
Revenue	\$680.7	\$566.1	\$486.5
Operating income	\$135.5	\$109.3	\$ 85.2

Payment Services consists of Card Solutions, Check Solutions, and Card Software. In September 1998, Payment Services expanded its operations into Latin America by acquiring a 59.3% interest in UNNISA, a card services business in Brazil. Revenue in Payment Services was up 20.2% in 1999 compared to an increase of 16.4% in 1998. After adjusting to exclude the impact of acquisitions, revenue increased 13.9% in 1999 and 10.3% in 1998. The 1999 increase benefited from the June 1999 start-up of a card operation in the U.K., which contributed 2.4 percentage points to the 1999 increase. However, 1999 revenue growth was tempered by an exchange rate decline in Brazil, which negatively impacted revenue growth by 2.0 percentage points.

Excluding the effects of acquisitions, revenue within Card Solutions increased 16.5% in 1999 and 12.1% in 1998, with 4.1 percentage points of the 1999 increase attributable to the card processing operation in the U.K. The growth in both periods was driven by higher revenue within the U.S. card business, which increased 15.4% in 1999 following a 12.1% increase in 1998. These increases were due to growth in processing of both merchant and cardholder transactions. Revenue from the Brazilian card processing operation was up 21.7% in local currency in 1999 due to growth in the cardholder account base. However, Brazil's revenue was down in U.S. dollars due to the unfavorable decline in the exchange rate.

Revenue in Check Solutions was up 13.5% in 1999 compared to a 5.9% increase in 1998. The total volume of checks authorized increased 17.2% to \$26.6 billion in 1999, from \$22.7 billion in 1998. The 1999 revenue growth in Check Solutions was due to volume increases in the U.S. check operations driven by increased business from Sears, Roebuck and Co. resulting from a 1999 agreement to provide check authorization services at the retailer's U.S. locations. Revenue from the U.K. check business was up 5.8% (8.4% in local currency) in 1999, while

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revenue from Canadian operations was down slightly in the year. The 1998 revenue growth in Check Solutions was primarily due to volume increases in the U.S. Revenue in the U.K. increased 5.7% (4.4% in local currency) while Canada experienced a decline in 1998.

Revenue in Card Software declined 14.1% in 1999 and increased 29.7% in 1998 due to timing of license sales between periods. Going forward, the Company is de-emphasizing card software sales as it grows its global card processing operations which will utilize this proprietary software to generate a recurring revenue stream.

Payment Services operating income increased 24.0% in 1999 and 28.3% in 1998. The 1999 increase was driven by the revenue growth in U.S. card and check operations. Operating income growth, however, was tempered by start-up costs incurred in the U.K. card operation and lower income from Card Software due to the decline in license sales between years. A decline in this segment's pension expense in 1999 of \$4.0 million was offset by higher incentive expenses. The increase in this segment's operating income in 1998 was primarily attributable to the revenue growth in the U.S. card business.

#### EQUIFAX EUROPE

(In millions)	1999	1998	1997
-----	----	----	----
Revenue	\$188.4	\$172.2	\$137.7
Operating income (loss)	\$ 1.7	\$ (2.7)	\$ 23.5

Equifax Europe consists of operations primarily in the United Kingdom and Spain. During the second quarter of 1998, the Company increased its ownership in the

operations in Spain to 58% and obtained the control necessary to consolidate these operations. Also, in the first quarter 1998, Equifax Europe acquired a risk management services business in the U.K. Exclusive of these acquisitions, revenue declined 0.4% in 1999 following a 1.9% increase in 1998. The decline in revenue in 1999 is primarily attributable to lower sales of commercial credit information and auto lien information services and lower exchange rates in the U.K. and Spain. The decline in auto lien information resulted from a slowdown in vehicle sales and increased competition within that market. Exchange rates negatively impacted 1999 revenue approximately 3.4 percentage points, as the U.K. rate dropped about 2.4%, while the Spain rate dropped about 8.8% during that operation's comparable period of ownership between years. The 1998 revenue increase over 1997, exclusive of acquisitions, resulted primarily from higher auto lien services.

Operating income for Equifax Europe improved \$4.4 million in 1999 after declining \$26.2 million in 1998. While the results of Equifax Europe were disappointing in 1998, the Company moved swiftly to make appropriate management and process changes, and heightened its focus on managing and reducing the expense base of Equifax Europe to improve its financial performance. In 1999, progress was made each quarter in Europe, with declining operating losses in the first and second quarters, slightly better than breakeven operating income in the third quarter, and \$4.4 million operating income (8.8% operating margin) in the fourth quarter. Management expects to continue to experience improving operating results throughout 2000. The operating income decline in 1998 resulted primarily from: (1) a decline in revenue growth in conjunction with a higher expense base built on the expectation of higher revenues; (2) increased bad debt provisions due to collectibility of past due receivables; (3) expenses related to the Company's equity investment in Request, a start-up joint venture which was written off in the fourth quarter; and (4) increased year 2000 expense.

#### EQUIFAX LATIN AMERICA

(In millions)	1999	1998	1997
-----	----	----	----
Revenue	\$125.5	\$103.9	\$28.8
Operating income	\$ 23.0	\$ 21.4	\$ 9.2

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Equifax Latin America consists of a commercial information company in Brazil (SCI) as well as credit information companies in Chile (DICOM) and Argentina (VERAZ), and majority interests in credit information companies in Peru and El Salvador. This segment's 1999 revenue increase was due to the August 1998 acquisition of an 80% interest in SCI. Excluding revenue from acquisitions during their noncomparable period of ownership, segment revenue declined 17.2% in 1999. Of this decline, 16.9 percentage points were attributable to lower exchange rates in Brazil and Chile, which fell 37.6% and 9.4% respectively between years. In local currency, SCI revenue increased 7.5% while DICOM revenue was down slightly versus the prior year. VERAZ revenue declined 9.4% in 1999. Both DICOM and VERAZ were impacted by recessions in their local economies. This segment's 1998 revenue increase was due to the August 1998 acquisition of an 80% interest in SCI and the consolidation of operations in Argentina (beginning in the first quarter 1998) and Chile (beginning in the second quarter of 1997). In December 1997, the Company increased its ownership interest in VERAZ from 33.3% to 66.7%, and began to consolidate their operations in January 1998. In the second quarter of 1997, Equifax acquired the remaining 50% of DICOM in Chile, which accounted for the entire \$28.8 million of revenue in 1997.

Operating income for Equifax Latin America increased \$1.6 million in 1999. This increase resulted from the SCI acquisition, but was partially offset by declines in Argentina and Chile operating income. In 1998, operating income for Equifax Latin America increased \$12.2 million over 1997. This increase was primarily due to the ownership increase in Argentina and the SCI acquisition.

#### OTHER

(In millions)	1999	1998	1997
-----	----	----	----
Revenue	\$9.6	\$9.6	\$9.6
Operating income	\$8.9	\$8.9	\$8.9

This segment's revenue and operating income remained comparable between 1999, 1998 and 1997. Its operations consist solely of a subcontract expiring in 2002 related to HISI, the Company's lottery subsidiary.

#### GENERAL CORPORATE EXPENSE

(In millions)	1999	1998	1997
-----	----	----	----
Expense	\$36.0	\$37.8	\$44.1

General corporate expense declined \$1.8 million in 1999 from 1998 due primarily to lower performance share plan expense partially offset by higher expenses associated with global technology initiatives. The decline in performance share plan expense was driven by the Company's lower stock price, as these plans have certain measurement criteria based on both the period end stock price and the average price during the last year of their measurement periods.

General corporate expense declined \$6.3 million in 1998 from 1997 due to lower incentive compensation expense,

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including performance share plan expense.

OTHER INCOME, INTEREST EXPENSE,  
AND EFFECTIVE INCOME TAX RATES

(Dollars in millions)	1999	1998	1997
-----	----	----	----
Other income, net	\$12.4	\$ 4.3	\$45.0
Interest expense	\$61.0	\$42.7	\$20.8
Effective income tax rate*	41.0%	40.9%	42.6%

\*ON INCOME FROM CONTINUING OPERATIONS BEFORE ACCOUNTING CHANGE

Other income in 1999 increased \$8.1 million over 1998. This increase resulted primarily from one-time gains of \$7.1 million recorded in the second quarter of 1999, when the Company sold its 34% interest in Proceda in Brazil and also sold three risk management offices in the U.S. (Note 4).

Other income in 1998 declined \$40.7 million from 1997 due to a one-time gain of \$42.8 million in 1997 related to the sale of National Decision Systems (Note 4), partially offset by higher levels of interest income in 1998.

The increase in interest expense in both years reflects the additional borrowings (including the 1998 issuance of \$400 million in senior notes and debentures - Note 5) associated with the high level of acquisition activity in 1998 and treasury stock purchases in 1999 and 1998.

The effective income tax rate for 1999 was comparable to the rate in 1998. The decline in the effective income tax rate in 1998 from 1997 resulted primarily from non-deductible goodwill related to the 1997 sale of National Decision Systems, partially offset by higher levels of non-deductible goodwill from 1998 acquisitions. The effective income tax rate in 2000 is expected to be slightly higher than the rate in 1999.

FINANCIAL CONDITION

Net cash provided by operations increased to \$324.7 million in 1999 from \$289.1 million in 1998 due primarily to the Company's higher operating income before depreciation and amortization. Normal capital expenditures and dividend payments were met with these internally generated funds.

Other significant outlays in 1999 included \$210.2 million of treasury stock purchases and \$22.9 million for acquisitions and equity investments. These items were principally financed by an increase in long-term debt (primarily from the Company's revolving credit facility) and excess cash from operations.

Capital expenditures for 1999, exclusive of acquisitions, were \$120.9 million. Capital expenditures for 2000, exclusive of acquisitions, are expected to approximate the 1999 level, with continued investment in products and services and system enhancements, additional projects to improve processes, and investments in international development. Budgeted capital expenditures are expected to be met with internally generated funds. As of December 31, 1999, approximately \$100 million remained available for future treasury stock purchases. For 2000, the Company expects to significantly reduce the level of its stock repurchases as compared to 1999. In February 2000, the Company signed an agreement to purchase the Consumer Information Solutions (CIS) Group from R.L. Polk & Co. for approximately \$260 million in cash. The CIS Group provides consumer marketing information services to a wide range of industries. This transaction, which is subject to certain terms and closing conditions, is expected to be completed by April 30, 2000, and is expected to be slightly dilutive to the Company's earnings in the year 2000 and accretive to earnings thereafter.

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In 1997, the Company increased its revolving credit facility with its bank group from \$550 million to \$750 million. At December 31, 1999, \$369 million was available under this facility to fund future capital requirements, including the CIS Group acquisition mentioned above. Should CSC exercise its option to sell its credit reporting business to the Company (Note 9), additional sources of

financing would be required. However, the CSC agreement calls for a six-month notice period, and management believes the Company would have alternative sources of liquidity available to fund this potential purchase through the public debt markets and bank lines of credit. Management believes that the Company's liquidity will remain strong in both the short and long terms, and that the Company has sufficient sources of external funding to finance all of its capital needs, if necessary.

#### YEAR 2000 INFORMATION

1. Background. It was widely anticipated that the widespread use of computer software that relied on two digits, rather than four digits, to define the applicable year could cause computers and computer-controlled systems to malfunction or incorrectly process data as we approached and entered the year 2000. In view of the potential adverse impact that these "year 2000 problems" could have had on our business, operations and financial condition, we implemented a central function to manage, validate and report on a continuing basis to the Company's executive management and Board of Directors with regard to our "year 2000 program." Our year 2000 program process comprised five continuing activities: (a) identification and assessment, (b) remediation planning, (c) remediation, (d) testing, and (e) contingency planning for year 2000 problem failures.
2. The Company's Year 2000 Focus. We focused our year 2000 program primarily in the following areas: (a) our information technology systems, which include (i) internally developed business applications software, (ii) software provided by vendors and (iii) the computer and peripheral hardware used in our operations; (b) electronic data interchange systems; (c) non-information technology systems (embedded technology) including office business machines, and security, backup power and other building systems; and (d) the flow of materials and non-information technology services from our vendors.
3. Readiness and Plans. This section describes the status of our year 2000 program activities:

(a) Information Technology Systems.

Prior to the end of 1999, and substantially in accordance with our plans, we completed our year 2000 identification, assessment, remediation planning, remediation, testing, and contingency planning activities for the application software and host environments (operating systems software and hardware) of our information technology systems, including our systems for North American Information Services, Payment Services, Equifax Europe, Equifax Latin America and our central corporate functions.

(b) Electronic Data Interchange Systems.

Prior to the end of 1999, and substantially in accordance with our plans, we completed the identification, assessment, remediation planning, remediation, and contingency planning for Company owned hardware components of our critical network telecommunications systems. We completed internal testing of our critical internal network and conducted customer testing. There were no additional replacements or upgrades required as a result of that testing.

(c) Non-Information Technology Systems.

Prior to the end of 1999, and substantially in accordance with our plans, we completed the identification, assessment, remediation planning, remediation, testing, and contingency planning for the year 2000 problem failures that might have occurred in our non-information technology systems resulting from embedded technologies, including office business machines, and security, backup power and other building systems.

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(d) Materials and Services.

We distributed surveys to our materials and non-information technology services vendors that support our material operations requesting disclosure of their year 2000 readiness status and their plans for addressing year 2000 problems relating to those goods and services and any applicable delivery systems. We obtained additional assurances (including in some instances audit and test activities) from a substantial majority of our critical vendors that their goods, services and delivery systems were appropriately and timely year 2000 ready to meet our continuing needs. As previously disclosed, we believed that if any vendor had been unable or unwilling to provide appropriate assurances, we would have been able to use alternative vendors or otherwise modify our services in a manner that would have avoided any

material impact to the Company.

We plan to continue to monitor our systems and processes for year 2000 problems as appropriate, as part of our regular, ongoing, quality assurance efforts.

4. Costs to Address.

We estimate that the cost of our year 2000 program activities will be \$58 million. Through December 31, 1999, we have incurred costs of approximately \$57 million related to those activities. Regarding our annual per share charges, we expensed approximately one cent per share in 1996, two cents per share in 1997, ten cents per share in 1998, and approximately eleven cents per share in 1999, in connection with our year 2000 program activities. In addition to costs and expenses of outside consultants, programmers and professional advisors, and acquired hardware and software, the above figures include direct costs associated with Company information technology employees who worked on our year 2000 program and some of the Company's non-information technology employees who devoted significant time to the year 2000 program.

5. Business Continuity and Contingency Planning.

Prior to the end of 1999, and substantially in accordance with our plans, we completed the process of updating our business continuity and contingency plans to address the internal and external issues specific to year 2000. The strategies and supporting plans, which were intended to enable us to continue to operate, included performing certain processes manually; repairing or obtaining replacement systems; changing suppliers; and reducing or suspending certain non-critical aspects of our operations.

6. No Significant Year 2000 Problems to Report.

We believe that we put in place the processes and devoted the resources necessary to achieve a level of readiness to meet our year 2000 challenges in a timely and appropriate manner. As of the preparation of this disclosure, we are well into the year 2000, and report no significant year 2000 problem failures whatsoever (including as a result of the February 29 leap year date). While there can be no assurance that our internal systems or the systems of others on which we rely will not experience significant year 2000 problem failures going forward, we believe that our comprehensive year 2000 preparations, along with the absence of such failures thus far, strongly suggest that there will be few if any such failures, and that the year 2000 problem will have no material impact on our business, operations or financial condition in the future.

FORWARD-LOOKING INFORMATION

The management's discussion and analysis, and other portions of this Annual Report, include "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning the Company's outlook for 2000, volume and pricing trends, cost control measures and their results, effective income tax rates, the Company's expectations as to funding its capital expenditures and operations during 2000, the Company's expectations that there will be few, if any, significant year 2000 problem failures going forward, and other statements relative to future plans and strategies. These forward-looking statements reflect management's current expectations and are based upon currently available data. Actual results are subject to future events, risks, and uncertainties which could materially impact performance from that expressed or implied in these statements.

Equifax expects to post another year of record financial performance in 2000. To accomplish this goal, Equifax must successfully continue to implement its strategy of expanding and leveraging its core businesses in markets where it holds a substantial market share while positioning itself to exploit opportunities in the credit economies worldwide. Equifax expects to achieve these results by growing through global expansion, acquisitions and alliances, value-added products and services, sales to customers in new and growing industries, and new distribution channels. The Company will also continue its focus on cost containment.

Important factors that either individually or in the aggregate could cause actual results to differ materially from those expressed in the forward-looking statements include, but are not limited to, the following: a change in the growth rate of the overall U.S. economy, such that consumer spending and related consumer debt are impacted; a decline or change in the marketing techniques of credit card issuers; unexpected pricing pressure above and beyond the levels experienced in the last several years; a reversal of the trend toward credit card use increasing as a percentage of total consumer expenditures; the Company's realization of cost control and synergies from integration of

acquisitions at levels lower than expected; unanticipated cancellation or termination of customer or vendor contracts; risks associated with investments and operations in foreign countries, including regulatory environments, exchange rate fluctuations, and local political, social, and economic factors; the extent to which the Company will continue its successful development and marketing of new products and services to existing and new industries; changes in regulatory environments; unforeseen year 2000 problem failures; negative change in market conditions; or other unforeseen factors.

## EXHIBIT 13.3

EQUIFAX INC.  
CONSOLIDATED BALANCE SHEETS

&lt;TABLE&gt;

&lt;CAPTION&gt;

(In thousands)

December 31	1999	1998
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 136,596	\$ 90,617
Trade accounts receivable, net of allowance for doubtful accounts of \$14,057 in 1999 and \$12,811 in 1998	302,809	298,201
Other receivables	87,873	54,904
Deferred income tax assets	28,015	26,223
Other current assets	54,140	50,420
	-----	-----
Total current assets	609,433	520,365
	-----	-----
Property and Equipment:		
Land, buildings and improvements	28,302	30,963
Data processing equipment and furniture	258,314	239,391
	-----	-----
	286,616	270,354
Less accumulated depreciation	171,126	151,016
	-----	-----
	115,490	119,338
	-----	-----
Goodwill	612,551	719,662
	-----	-----
Purchased Data Files	157,701	173,473
	-----	-----
Other Assets	344,606	295,957
	-----	-----
	\$ 1,839,781	\$ 1,828,795
	=====	=====

&lt;/TABLE&gt;

The accompanying notes are an integral part of these consolidated balance sheets.

&lt;TABLE&gt;

&lt;CAPTION&gt;

(In thousands, except par values)

December 31	1999	1998
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 79,866	\$ 47,387
Accounts payable	177,427	107,346
Accrued salaries and bonuses	38,203	37,973
Income taxes payable	12,005	9,518
Other current liabilities	197,294	216,955
	-----	-----
Total current liabilities	504,795	419,179
	-----	-----
Long-Term Debt, Less Current Maturities	933,708	869,486
	-----	-----
Long-Term Deferred Revenue	22,547	32,465

Deferred Income Tax Liabilities	73,132	50,132
Other Long-Term Liabilities	89,974	91,067
Commitments and Contingencies (Note 9)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 300,000; issued - 174,259 in 1999 and 173,722 in 1998; outstanding - 134,001 in 1999 and 140,042 in 1998	217,824	217,153
Preferred stock, \$0.01 par value; shares authorized - 10,000; issued and outstanding - none in 1999 or 1998	--	--
Paid-in capital	304,532	286,511
Retained earnings	726,827	562,911
Accumulated other comprehensive income (Note 7)	(161,982)	(35,063)
Treasury stock, at cost, 34,640 shares in 1999 and 27,698 shares in 1998 (Note 7)	(816,213)	(606,092)
Stock held by employee benefits trusts, at cost, 5,619 shares in 1999 and 5,983 shares in 1998 (Note 7)	(55,363)	(58,954)
Total shareholders' equity	215,625	366,466
	\$ 1,839,781	\$ 1,828,795

</TABLE>

EQUIFAX INC.  
CONSOLIDATED STATEMENTS OF SHAREHOLDERS'  
EQUITY AND COMPREHENSIVE INCOME

<TABLE>  
<CAPTION>

Comprehensive Income:	Accumulated Other					
	Common Stock:			Foreign	Minimum Liability	
Under	Shares Outstanding	Amount	Paid-In Capital	Retained Earnings	Currency Translation	Supplemental Retirement
(In thousands) Plan Total						
	<C>	<C>	<C>	<C>	<C>	<C>
Balance, December 31, 1996	144,876	\$213,573	\$207,142	\$ 401,233	\$ (3,913)	\$ (4,893)
\$ (8,806)						
1997 changes:						
Net income	-	-	-	183,737	-	-
Foreign currency translation adjustment (9,771)	-	-	-	-	(9,771)	-
Adjustment for minimum liability under supplemental retirement plan (1,499)	-	-	-	-	-	(1,499)
Shares issued under stock plans	1,606	2,008	22,800	-	-	-
Treasury stock purchased	(4,143)	-	-	-	-	-
Treasury stock reissued for acquisitions	270	-	3,468	-	-	-
Cash dividends	-	-	-	(52,030)	-	-
Spinoff dividend	-	-	-	(111,396)	-	-
Income tax benefit from stock plans	-	-	8,825	-	-	-
Dividends from employee benefits trusts	-	-	2,261	-	-	-
Other	-	-	-	(3)	-	-
Balance, December 31, 1997	142,609	215,581	244,496	421,541	(13,684)	(6,392)
(20,076)						
1998 changes:						

Net income	-	-	-	193,433	-	-
Foreign currency translation adjustment (15,313)	-	-	-	-	(15,313)	-
Adjustment for minimum liability under supplemental retirement plan	-	-	-	-	-	326
Shares issued under stock plans	1,451	1,572	18,952	-	-	-
Shares contributed to U.S. retirement plan	390	-	10,392	-	-	-
Treasury stock purchased	(4,555)	-	-	-	-	-
Treasury stock reissued for acquisitions	147	-	2,346	-	-	-
Cash dividends	-	-	-	(52,063)	-	-
Income tax benefit from stock plans	-	-	8,085	-	-	-
Dividends from employee benefits trusts	-	-	2,240	-	-	-
-----	-----	-----	-----	-----	-----	-----
Balance, December 31, 1998 (35,063)	140,042	217,153	286,511	562,911	(28,997)	(6,066)
1999 changes:						
Net income	-	-	-	215,877	-	-
Foreign currency translation adjustment (128,283)	-	-	-	-	(128,283)	-
Adjustment for minimum liability under supplemental retirement plan	-	-	-	-	-	1,364
Shares issued under stock plans	599	671	6,945	-	-	-
Shares contributed to U.S. retirement plan	304	-	7,003	-	-	-
Treasury stock purchased	(6,944)	-	-	-	-	-
Cash dividends	-	-	-	(51,961)	-	-
Income tax benefit from stock plans	-	-	2,046	-	-	-
Dividends from employee benefits trusts	-	-	2,027	-	-	-
-----	-----	-----	-----	-----	-----	-----
Balance, December 31, 1999 \$(161,982)	134,001	\$217,824	\$304,532	\$ 726,827	\$(157,280)	\$(4,702)
=====	=====	=====	=====	=====	=====	=====

<CAPTION>

Comprehensive (In thousands) Income	Treasury	Stock Held By Employee Benefits	Total Shareholders'
	Stock	Trusts	Equity
-----	-----	-----	-----
<S>	<C>	<C>	<C>
<C>			
Balance, December 31, 1996	(323,625)	\$ (64,567)	\$ 424,950
1997 changes:			
Net income	-	-	183,737
Foreign currency translation adjustment (9,771)	-	-	(9,771)
Adjustment for minimum liability under supplemental retirement plan	-	-	(1,499)
Shares issued under stock plans	-	-	24,808
Treasury stock purchased	(129,085)	-	(129,085)
Treasury stock reissued for acquisitions	5,132	-	8,600
Cash dividends	-	-	(52,030)
Spinoff dividend	-	-	(111,396)
Income tax benefit from stock plans	-	-	8,825

-	Dividends from employee benefits trusts	-	-	2,261
-	Other	-	-	(3)
-		-----	-----	-----
	Balance, December 31, 1997	(447,578)	(64,567)	349,397
	\$ 172,467			
	=====			
	1998 changes:			
	Net income	-	-	193,433
	\$ 193,433			
	Foreign currency translation adjustment	-	-	(15,313)
	(15,313)			
	Adjustment for minimum liability under supplemental retirement plan	-	-	326
	326			
	Shares issued under stock plans	279	1,770	22,573
	Shares contributed to U.S. retirement plan	-	3,843	14,235
	Treasury stock purchased	(161,797)	-	(161,797)
	Treasury stock reissued for acquisitions	3,004	-	5,350
	Cash dividends	-	-	(52,063)
	Income tax benefit from stock plans	-	-	8,085
	Dividends from employee benefits trusts	-	-	2,240
		-----	-----	-----
	Balance, December 31, 1998	(606,092)	(58,954)	366,466
	\$ 178,446			
	=====			
	1999 changes:			
	Net income	-	-	215,877
	\$ 215,877			
	Foreign currency translation adjustment	-	-	(128,283)
	(128,283)			
	Adjustment for minimum liability under supplemental retirement plan	-	-	1,364
	1,364			
	Shares issued under stock plans	54	594	8,264
	Shares contributed to U.S. retirement plan	-	2,997	10,000
	Treasury stock purchased	(210,175)	-	(210,175)
	Cash dividends	-	-	(51,961)
	Income tax benefit from stock plans	-	-	2,046
	Dividends from employee benefits trusts	-	-	2,027
		-----	-----	-----
	Balance, December 31, 1999	\$(816,213)	\$(55,363)	\$ 215,625
	\$ 88,958			
	=====	=====	=====	=====

</TABLE>

The accompanying notes are an integral part of these consolidated statements.

EQUIFAX INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>  
<CAPTION>

(In thousands)

Year Ended December 31	1999	1998	1997
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$ 215,877	\$ 193,433	\$

183,737			
	Adjustments to reconcile net income to net cash provided		
	by operating activities of continuing operations:		
	Depreciation and amortization	125,263	103,825
77,069			
	Gain from sale of businesses	(7,095)	-
(42,798)			
	Income from discontinued operations	-	-
(14,336)			
	Costs associated with effecting the spinoff	-	-
12,887			
	Cumulative effect of accounting change	-	-
3,237			
	Valuation loss on pending acquisition	-	-
25,000			
	Changes in assets and liabilities, excluding effects of acquisitions:		
	Accounts receivable, net	(45,110)	(40,179)
(45,982)			
	Current liabilities, excluding debt	53,703	38,949
11,909			
	Other current assets	3,541	(336)
(3,827)			
	Deferred income taxes	20,885	34,595
9,726			
	Other long-term liabilities, excluding debt	(3,609)	(16,831)
4,894			
	Other assets	(38,743)	(24,328)
(11,431)			
----		-----	-----
	Net cash provided by operating activities of		
	continuing operations	324,712	289,128
210,085		-----	-----
----			
	Cash flows from investing activities:		
	Additions to property and equipment	(39,033)	(44,921)
(34,587)			
	Additions to other assets, net	(81,838)	(74,411)
(51,452)			
	Acquisitions, net of cash acquired	(22,162)	(478,463)
(96,630)			
	Investments in unconsolidated affiliates	(700)	(22,752)
(18,839)			
	Proceeds from sale of businesses	25,957	12,874
80,998		-----	-----
----			
	Net cash used by investing activities of continuing operations	(117,776)	(607,673)
(120,510)		-----	-----
----			
	Cash flows from financing activities:		
	Net short-term borrowings	33,114	28,988
8,556			
	Additions to long-term debt	70,244	524,068
67,285			
	Payments on long-term debt	(6,256)	(3,692)
(92,582)			
	Treasury stock purchases	(210,175)	(161,797)
(129,085)			
	Dividends paid	(51,961)	(52,063)
(52,030)			
	Proceeds from exercise of stock options	6,996	12,245
18,343			
	Other	5,011	11,704
11,085		-----	-----
----			
	Net cash (used) provided by financing		
	activities of continuing operations	(153,027)	359,453
(168,428)		-----	-----
----			
	Effect of foreign currency exchange rates on cash	(7,930)	(2,542)
196			
	Net cash provided by discontinued operations	-	-
82,748		-----	-----
----			
	Net cash provided	45,979	38,366
4,091			
	Cash and cash equivalents, beginning of year	90,617	52,251
48,160		-----	-----

-----		
Cash and cash equivalents, end of year	\$136,596	\$90,617
52,251		
	=====	=====
=====		

The accompanying notes are an integral part of these consolidated statements.  
</TABLE>

<TABLE>  
<CAPTION>  
(In thousands, except par values)

December 31	1999	1998
-----		
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 79,866	\$ 47,387
Accounts payable	177,427	107,346
Accrued salaries and bonuses	38,203	37,973
Income taxes payable	12,005	9,518
Other current liabilities	197,294	216,955
	-----	-----
Total current liabilities	504,795	419,179
	-----	-----
Long-Term Debt, Less Current Maturities	933,708	869,486
	-----	-----
Long-Term Deferred Revenue	22,547	32,465
	-----	-----
Deferred Income Tax Liabilities	73,132	50,132
	-----	-----
Other Long-Term Liabilities	89,974	91,067
	-----	-----
Commitments and Contingencies (Note 9)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 300,000; issued - 174,259 in 1999 and 173,722 in 1998; outstanding - 134,001 in 1999 and 140,042 in 1998	217,824	217,153
Preferred stock, \$0.01 par value; shares authorized - 10,000; issued and outstanding - none in 1999 or 1998	--	--
Paid-in capital	304,532	286,511
Retained earnings	726,827	562,911
Accumulated other comprehensive income (Note 7)	(161,982)	(35,063)
Treasury stock, at cost, 34,640 shares in 1999 and 27,698 shares in 1998 (Note 7)	(816,213)	(606,092)
Stock held by employee benefits trusts, at cost, 5,619 shares in 1999 and 5,983 shares in 1998 (Note 7)	(55,363)	(58,954)
	-----	-----
Total shareholders' equity	215,625	366,466
	-----	-----
	\$ 1,839,781	\$ 1,828,795
	=====	=====

</TABLE>

EXHIBIT C

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING AND REPORTING POLICIES

**PRINCIPLES OF CONSOLIDATION** The consolidated financial statements include the accounts of the Company and its majority-owned and controlled subsidiaries. All significant intercompany transactions and balances have been eliminated. Certain prior year amounts have been reclassified to conform with the current year presentation. The historical financial statements presented reflect the spinoff of ChoicePoint Inc. as a discontinued operation (Note 2).

**NATURE OF OPERATIONS** The Company principally provides information services to

businesses to help them grant credit and authorize and process credit card and check transactions. The principal lines of business are information services and payment services (see Note 11 for segment information). The principal markets for both information and payment services are retailers, banks, and other financial institutions, with information services also serving the telecommunication and utility industries. The Company's operations are predominantly located within the United States, with foreign operations principally located within Canada, the United Kingdom, and Brazil.

**USE OF ESTIMATES** The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

**REVENUE RECOGNITION** Revenue is recognized principally as services are provided to customers. Amounts billed in advance are recorded as current or long-term deferred revenue on the balance sheet, with current deferred revenue reflecting services expected to be provided within the next twelve months. Current deferred revenue is included with other current liabilities in the accompanying consolidated balance sheets, and as of December 31, 1999 and 1998 totaled \$31,523,000 and \$45,140,000, respectively. In 1996, the Company received a one-time payment of \$58,000,000 related to a lottery subcontract and recognized \$5,400,000 in revenue. The remaining balance is being recognized as revenue over the term of the contract, with \$9,636,000 per year recognized in 1999, 1998 and 1997. The unrecognized balance at December 31, 1999 totaled \$23,692,000, with \$14,056,000 included in long-term deferred revenue in the accompanying consolidated balance sheets.

**EARNINGS PER SHARE** Basic EPS is calculated as income available to common stockholders divided by the weighted average number of common shares outstanding during the period. Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding. The income amount used in the Company's EPS calculations is the same for both basic and diluted EPS. A reconciliation of the average outstanding shares used in the two calculations is as follows:

(In thousands)	1999	1998	1997
<S>	<C>	<C>	<C>
Weighted average shares outstanding (basic)	137,457	141,397	144,233
Effect of dilutive securities:			
Stock options	1,880	2,714	3,099
Performance share plan	266	292	486
Weighted average shares outstanding (diluted)	139,603	144,403	147,818

</TABLE>

**PROPERTY AND EQUIPMENT** The cost of property and equipment is depreciated primarily on the straight-line basis over estimated asset lives of 30 to 50 years for buildings; useful lives, not to exceed lease terms, for leasehold improvements; three to five years for data processing equipment, and eight to 20 years for furniture.

**GOODWILL** Goodwill is amortized on a straight-line basis predominantly over periods from 20 to 40 years. Amortization expense was \$26,926,000 in 1999, \$21,536,000 in 1998, and \$12,221,000 in 1997. As of December 31, 1999 and 1998, accumulated amortization was \$87,533,000 and \$62,352,000, respectively. The Company regularly evaluates whether events and circumstances have occurred which indicate that the carrying amount of goodwill may warrant revision or may not be recoverable. When factors indicate that goodwill should be evaluated for possible impairment, the Company uses an estimate of the future undiscounted net cash flows of the related business over the remaining life of the goodwill in measuring whether the goodwill is recoverable.

**PURCHASED DATA FILES** Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$17,566,000 in 1999, \$14,982,000 in 1998, and \$11,506,000 in 1997. As of December 31, 1999 and 1998, accumulated amortization was \$109,269,000 and \$91,235,000, respectively.

**OTHER ASSETS** Other assets at December 31, 1999 and 1998 consist of the following:

(In thousands)	1999	1998
Systems development and other deferred costs	\$154,301	\$127,912
Purchased software	55,013	47,691
Prepaid pension cost	86,764	58,518

Investments in unconsolidated affiliates	5,558	21,027
Other	42,970	40,809
-----		
	\$344,606	\$295,957
=====		

Purchased software and systems development and other deferred costs are being amortized on a straight-line basis over five to ten years. Amortization expense for other assets was \$43,156,000 in 1999, \$32,078,000 in 1998, and \$23,018,000 in 1997. As of December 31, 1999 and 1998, accumulated amortization was \$159,840,000 and \$120,286,000, respectively.

**FOREIGN CURRENCY TRANSLATION** The assets and liabilities of foreign subsidiaries are translated at the year-end rate of exchange, and income statement items are translated at the average rates prevailing during the year. The resulting translation adjustment is recorded as a component of shareholders' equity. Exchange gains and losses on intercompany balances of a long-term investment nature are also recorded as a component of shareholders' equity. Other foreign currency translation gains and losses, which are not material, are recorded in the consolidated statements of income.

**CONSOLIDATED STATEMENTS OF CASH FLOWS** The Company considers cash equivalents to be short-term cash investments with original maturities of three months or less.

Cash paid for income taxes and interest from continuing operations is as follows:

(In thousands)	1999	1998	1997
-----			
Income taxes, net of amounts refunded	\$127,611	\$98,905	\$123,670
Interest	60,379	28,885	21,593

In 1999, 1998, and 1997, the Company acquired various businesses that were accounted for as purchases (Note 3). In conjunction with these transactions, liabilities were assumed as follows:

(In thousands)	1999	1998	1997
-----			
Fair value of assets acquired	\$24,783	\$540,078	\$127,724
Cash paid for acquisitions	24,182	485,076	102,903
Value of treasury shares reissued for acquisitions	--	6,000	8,600
Notes and deferred payments	--	--	5,800
-----			
Liabilities assumed	\$ 601	\$49,002	\$10,421
=====			

**FINANCIAL INSTRUMENTS** The Company's financial instruments consist primarily of cash and cash equivalents, accounts and notes receivable, accounts payable, and short-term and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market values due to their short maturity. As of December 31, 1999, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$896,028,000 compared to its carrying value of \$933,708,000. During 1999, the Company did not hold any material derivative financial instruments.

**RECENT ACCOUNTING PRONOUNCEMENTS AND ACCOUNTING CHANGE** In November 1997, the Financial Accounting Standards Board (FASB) Emerging Issues Task Force released Issue No. 97-13 "Accounting for Costs Incurred in Connection with a Consulting Contract or an Internal Project That Combines Business Process Reengineering and Information Technology Transformation" (EITF 97-13). This issue requires that the cost of business process reengineering activities that are a part of a systems development project be expensed as incurred, and that any costs previously capitalized be written off net of tax as a change in accounting principle in the current period. Prior to the issuance of EITF 97-13, the Company had capitalized certain costs of business process reengineering related to several of its systems development projects. Accordingly, during the fourth quarter 1997, the Company recorded an expense of \$5,298,000 (\$3,237,000 after tax, or \$.02 per share) to reflect the write off of these previously capitalized costs in accordance with EITF 97-13.

In June 1998, the FASB issued Statement of Financial Accounting Standards No. 133 (SFAS 133), "Accounting for Derivative Instruments and Hedging Activities." SFAS 133 establishes accounting and reporting standards for derivative instruments and hedging activities and is effective (as amended by SFAS No. 137) on January 1, 2001 for the Company. Based on its current level of derivative instruments and hedging activities, the Company does not believe the adoption of SFAS 133 will have a significant impact on its financial statements or reported earnings.

On December 9, 1996, the Company announced its intention to split into two independent, publicly traded companies by spinning off its Insurance Services industry segment, contingent on receiving a favorable ruling from the IRS regarding the tax-free status of the dividend for U.S. shareholders. In July 1997, the Company received the favorable IRS ruling and on August 7, 1997, completed the spinoff of its Insurance Services industry segment. The spinoff was accomplished by the Company's contribution of the business units that comprised the Insurance Services segment into one wholly owned subsidiary, ChoicePoint Inc. All of the common stock of ChoicePoint was then distributed to Equifax shareholders as a dividend, with one share of ChoicePoint common stock distributed for each ten shares of Equifax common stock held.

As a result of the spinoff, the Company's December 31, 1997 financial statements have been prepared with the Insurance Services segment results of operations and cash flows shown as "discontinued operations." All historical financial statements presented conform to this presentation. During the second quarter of 1997, the Company recorded an expense of \$15,041,000 to reflect the net costs associated with effecting the spinoff (\$12,887,000 after tax, or \$.09 per share). These costs include duplicate software licenses, severance, legal and investment banker fees, and other related costs, partially offset by a \$17.1 million curtailment gain related to the U.S. retirement plan caused by the spinoff and the pretax earnings of ChoicePoint for July 1997.

Summarized financial information for the discontinued operation is as follows:

(In thousands)	1997
Revenue	\$340,251
Income before income taxes	24,515
Net income	14,336

The results of operations of ChoicePoint in the table above include its operations only through June 30, 1997. ChoicePoint's results after June 30, 1997 through the spinoff date (July 31, 1997 for accounting purposes) are included with "Costs associated with effecting the spinoff" in the accompanying consolidated statements of income. The July results totaled \$4.5 million of income before income taxes and \$2.6 million of net income.

The Company's intercompany receivable from ChoicePoint totaled \$85.6 million at July 31, 1997, and was repaid to the Company by ChoicePoint in August 1997. Other significant spinoff-related transactions occurring near the date of the spinoff included ChoicePoint's assumption of \$29.0 million of the Company's long-term debt and a \$13.0 million capital contribution made by the Company to ChoicePoint. These transactions, net of cash payments related to spinoff costs, have been included in "Net cash provided by discontinued operations" in the accompanying consolidated statements of cash flows.

### 3. ACQUISITIONS AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES

In 1999, the Company acquired the credit files of fourteen credit affiliates located in the United States and three credit affiliates in Canada. They were accounted for as purchases and had an aggregate purchase price of \$24,182,000, with \$7,508,000 allocated to goodwill and \$15,954,000 allocated to purchased data files. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. In February 2000, the Company signed an agreement to purchase the Consumer Information Solutions (CIS) Group from R.L. Polk & Co. for approximately \$260 million in cash. The CIS Group provides consumer marketing information services to a wide range of industries. This transaction, which is subject to certain terms and closing conditions, is expected to be completed by April 30, 2000, and will be accounted for as a purchase.

During 1998 and 1997, the Company acquired, made equity investments, or increased its ownership in the following businesses:

Business	Date Acquired	Industry Segment	Percentage Ownership
Unnisa Ltda. (Brazil)	September 1998	Payment Services	59.3%
Proceda S.A. (Brazil)	September 1998	Payment Services	34.0%
Seguranca ao Credito e Informacoes (SCI-Brazil)	August 1998	Latin America	80.0%
Credit Bureau of Vancouver (Canada)	July 1998	North America	100.0%
Equifax Canada Inc.	July 1998	North America	100.0%(1)
Decisioneering Group, Inc.	July 1998	North America	100.0%
ASNEF-Equifax Servicios de Informacion de Credito, S.L. (Spain)	May 1998	Europe	58.0%(2)
Infocorp (Peru)	April 1998	Latin America	51.0%(3)
CCI Group Plc (U.K.)	March 1998	Europe	100.0%
Goldleaf Technologies, Inc.	December 1997	Payment Services	100.0%
Organizacion VERAZ S.A. (Argentina)	December 1997	Latin America	66.7%(4)
Equifax Venture Infotek (India)	November 1997	Payment Services	50.0%

Group Incesa (Spain)	July 1997	Europe	100.0%
DICOM S.A. (Chile)	March 1997	Latin America	100.0%(5)
HLS Financial Group, Inc.	February 1997	North America	100.0%
Foothill Collection Services, Inc.	February 1997	North America	100.0%

</TABLE>

- 1 Increased to 100.0% from 84.4%
- 2 Increased from 49.0% acquired in 1994
- 3 Increased from 35.0% acquired with DICOM S.A. in 1994
- 4 Increased to 66.7% from the 33.3% ownership position acquired in 1994
- 5 Increased to 100.0% from the 50.0% ownership position acquired in 1995 and 1994

In 1998, in addition to the businesses above, the Company acquired the credit files of fourteen credit affiliates located in the United States and the collection businesses of Computer Sciences Corporation (CSC), which was subsequently sold (Note 9). Also, during the first quarter of 1998, the Company obtained the control necessary and began to consolidate the operations of its 66.7% owned investment in Organizacion VERAZ S.A. in Argentina. The investment in Proceda S.A., along with increases in certain other equity investments, totaled \$22.8 million and was accounted for under the equity method. They were purchased with cash and recorded as other assets. The remaining 1998 business and credit file acquisitions were accounted for as purchases and had an aggregate purchase price of \$491,076,000. They were purchased with a combination of cash totaling \$485,076,000 and the reissuance of treasury stock with a fair market value of \$6,000,000. These acquisitions and the consolidation of VERAZ resulted in \$389,013,000 of goodwill, \$86,259,000 of purchased data files, and \$22,170,000 of other assets (primarily software and deferred systems costs). These allocations include \$26.0 million reallocated from other assets related to investments in companies previously accounted for under the equity method. Their results of operations have been included in the consolidated statements of income from the dates of acquisition. The following unaudited pro forma information has been prepared as if these acquisitions had occurred on January 1, 1997. The information is based on the

historical results of the separate companies, and may not necessarily be indicative of the results that could have been achieved, or of results that may occur in the future.

(In thousands, except per share amounts)	1998	1997
Revenue	\$1,751,184	\$1,592,264
Net income	181,598	170,588
Net income per common share (diluted)	1.26	1.15

In 1997, in addition to the businesses above, the Company acquired the credit files of sixteen credit affiliates located in the United States. The investments in companies in India and Argentina totaled \$18.8 million and were accounted for under the equity method. They were purchased with cash and recorded as other assets. The investment in Group Incesa in Spain was made by the Company's 49%-owned equity investment, ASNEF. The remaining 1997 business and credit file acquisitions were accounted for as purchases and had an aggregate purchase price of \$117,303,000, with \$88,661,000 allocated to goodwill, \$32,695,000 to purchased data files, and \$10,096,000 to other assets (primarily purchased software). These allocations include \$25.2 million reallocated from other assets related to the Company's first 50% ownership in DICOM S.A. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$102,903,000, notes payable to sellers of \$5,800,000, and the reissuance of treasury stock with a fair market value of \$8,600,000.

#### 4. DIVESTITURES

In April 1999, the Company sold its 34% equity interest in Proceda S.A. in Brazil, and in June 1999, also sold three risk management offices located in the U.S. Proceeds from these sales totaled \$25,957,000 and resulted in a gain of \$7,095,000 recorded in other income (\$2,888,000 after tax, or \$.02 per share).

In October 1998, the Company sold the collection businesses it had purchased from CSC earlier in the year (Note 9).

During the second quarter of 1997, the Company sold its National Decision Systems business unit from its North America Information Services segment. Cash proceeds, net of related divestiture expenses, totaled \$80,998,000 and resulted in a gain of \$42,798,000 recorded in other income (\$17,881,000 after tax, or \$.12 per share).

#### 5. LONG-TERM DEBT AND SHORT-TERM BORROWINGS

Long-term debt at December 31, 1999 and 1998 is as follows:

<TABLE>  
<CAPTION>

(In thousands)	1999	1998
<S>	<C>	<C>
Senior Notes, 6.5%, due 2003, net of unamortized discount of \$357 in 1999 and \$459 in 1998	\$199,643	\$199,541
Senior Notes, 6.3%, due 2005, net of unamortized discount of \$921 in 1999 and \$1,089 in 1998	249,079	248,911
Senior Debentures, 6.9%, due 2028, net of unamortized discount of \$1,425 in 1999 and \$1,475 in 1998	148,575	148,525
Borrowings under \$750 million revolving credit facility, Weighted average rate of 6.62% at December 31, 1999	318,000	249,000
Other	22,581	30,584
	937,878	876,561
Less current maturities	4,170	7,075
	\$933,708	\$869,486

</TABLE>

In June 1998, the Company issued new 6.3% seven-year notes with a face value of \$250,000,000 in a public offering. The notes were sold at a discount of \$1,172,500. In July 1998, the Company issued new 6.9% thirty-year debentures with a face value of \$150,000,000 in a public offering. The debentures were sold at a discount of \$1,500,000. The discounts and related issuance costs will be amortized on a straight-line basis over the respective term of the notes and debentures.

In November 1997, the Company replaced its \$550 million revolving credit facility with a new, committed \$750 million revolving credit facility with a group of commercial banks that expires November 2002. The agreement provides interest rate options tied to Base Rate, LIBOR, or Money Market indexes and contains certain financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness.

In 1997, the Company also arranged for a \$75 million revolving credit facility with a commercial bank that expires December 2000. The agreement provides interest rate options tied to LIBOR, Prime, and Federal Funds indexes and contains certain financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. No amounts were outstanding under this facility at December 31, 1999 or 1998.

Scheduled maturities of long-term debt during the five years subsequent to December 31, 1999, are as follows: \$4,170,000 in 2000; \$14,631,000 in 2001; \$321,781,000 in 2002; \$199,643,000 in 2003; and none in 2004.

In October 1999, a Canadian subsidiary of the Company entered into a C\$100,000,000 loan, renewable annually, with a group of banks. The loan agreement provides interest rate options tied to Prime, Base Rate, LIBOR, and Canadian Banker's Acceptances, and contains financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. The Company's short-term borrowings at December 31, 1999 (which includes the Canadian loan mentioned above) and 1998 totaled \$75,696,000 and \$40,312,000, respectively, and consisted primarily of notes payable to banks. These notes had a weighted average interest rate of 5.20% at December 31, 1999 and 5.47% at December 31, 1998.

## 6. INCOME TAXES

The Company records deferred income taxes using enacted tax laws and rates for the years in which the taxes are expected to be paid. Deferred income tax assets and liabilities are recorded based on the differences between the financial reporting and income tax bases of assets and liabilities.

The provision for income taxes from continuing operations consists of the following:

(In thousands)	1999	1998	1997
Current:			
Federal	\$96,342	\$74,769	\$109,804
State	15,855	10,854	21,408
Foreign	16,355	17,020	9,093
	128,552	102,643	140,305
Deferred:			
Federal	11,467	26,309	(8,361)
State	2,596	4,952	(2,269)
Foreign	7,432	(92)	7,938
	21,495	31,169	(2,692)
	\$150,047	\$133,812	\$137,613

The provision for income taxes from continuing operations is based on income from continuing operations before income taxes as follows:

(In thousands)	1999	1998	1997
United States	\$322,782	\$299,815	\$284,116
Foreign	43,142	27,430	39,022
	\$365,924	\$327,245	\$323,138

The provision for income taxes from continuing operations is reconciled with the federal statutory rate as follows:

(In thousands)	1999	1998	1997
Federal statutory rate	35.0%	35.0%	35.0%
Provision computed at federal statutory rate	\$128,073	\$114,536	\$113,098
State and local taxes, net of federal tax benefit	11,993	10,274	12,440
Nondeductible goodwill from divestitures	--	--	5,652
Other	9,981	9,002	6,423
	\$150,047	\$133,812	\$137,613

Components of the Company's deferred income tax assets and liabilities at December 31, 1999 and 1998 are as follows:

(In thousands)	1999	1998
Deferred income tax assets:		
Reserves and accrued expenses	\$26,067	\$24,710
Postretirement benefits	9,515	9,591
Employee compensation programs	15,890	18,205
Deferred revenue	11,517	14,985
Net operating loss carryforwards of subsidiaries	11,066	10,257
Foreign tax credit carryforwards	18,629	13,120
Other	8,318	4,265
	101,002	95,133
Deferred income tax liabilities:		
Data files and other assets	(71,163)	(61,643)
Depreciation	(2,940)	(3,952)
Pension expense	(34,236)	(22,989)
Undistributed earnings of foreign subsidiaries	(28,891)	(20,520)
Other	(8,889)	(9,938)
	(146,119)	(119,042)
Net deferred income tax liability	\$(45,117)	\$(23,909)

The Company's deferred income tax assets and liabilities at December 31, 1999 and 1998 are included in the accompanying consolidated balance sheets as follows:

(In thousands)	1999	1998
Deferred income tax assets	\$28,015	\$26,223
Deferred income tax liabilities	(73,132)	(50,132)
Net deferred income tax liability	\$(45,117)	\$(23,909)

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$104,515,000 at December 31, 1999. No provision for Canadian withholding taxes or United States federal income taxes is made on these earnings because they are considered by management to be permanently invested in those subsidiaries and, under the tax laws, are not subject to such taxes until distributed as dividends. If the earnings were not considered permanently invested, approximately \$5,226,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

## 7. SHAREHOLDERS' EQUITY

RIGHTS PLAN In 1995, the Company's Board of Directors adopted a Shareholder

Rights Plan (Rights Plan). The Rights Plan contains provisions to protect the Company's shareholders in the event of an unsolicited offer to acquire the Company, including offers that do not treat all shareholders equally, the acquisition in the open market of shares constituting control without offering fair value to all shareholders, and other coercive, unfair or inadequate takeover bids and practices that could impair the ability of the Board of Directors to represent shareholders' interests fully. Pursuant to the Rights Plan, the Board of Directors declared a dividend of one Share Purchase Right (a Right) for each outstanding share of the Company's common stock, with distribution to be made to shareholders of record as of November 24, 1995. The Rights, which will expire in November 2005, initially will be represented by, and traded together with, the Company's common stock. The Rights are not currently exercisable and do not become exercisable unless certain triggering events occur. Among the triggering events is the acquisition of 20% or more of the Company's common stock by a person or group of affiliated or associated persons. Unless previously redeemed, upon the occurrence of one of the specified triggering events, each Right that is not held by the 20% or more shareholder will entitle its holder to purchase one share of common stock or, under certain circumstances, additional shares of common stock at a discounted price.

COMPREHENSIVE INCOME Effective with the first quarter 1998, the Company adopted Statement of Financial Accounting Standards No. 130 (SFAS 130), "Reporting Comprehensive Income." SFAS 130 requires the disclosures of the components of comprehensive income (net income plus other changes in equity accounts from non-owner transactions), and accumulated other comprehensive income (the accumulated total of comprehensive income transactions other than net income). The Company has elected to disclose these items in its Consolidated Statements of Shareholders' Equity and has changed the format of those statements to meet the requirements of SFAS 130.

TREASURY STOCK During 1999, 1998, and 1997, the Company repurchased 6,944,000, 4,555,000, and 4,143,000 of its own common shares through open market transactions at an aggregate cost of \$210,175,000, \$161,797,000, and \$129,085,000, respectively. At its January 1999 meeting, the Company's Board of Directors authorized an additional \$250,000,000 in share repurchases, and at December 31, 1999, approximately \$100 million remained available for future purchases. During 1998 and 1997, the Company reissued 164,000 and 270,000 treasury shares, respectively, in connection with acquisitions (Note 3). In 1998, the Company received 17,000 treasury shares in conjunction with the final settlement of a prior year acquisition.

In 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs and transferred 6,200,000 treasury shares to the Trust. In 1994, the Company transferred 600,000 treasury shares to another employee benefits trust. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. During 1999, 364,354 shares were used, with 304,183 shares contributed to the Company's U.S. Retirement Plan and 60,171 shares used for various employee incentive programs. In 1998, 569,655 shares were used for a contribution to the Company's U.S. Retirement Plan, an employee stock purchase plan, and an employee bonus plan. The shares contributed to the U.S. Retirement Plan (390,000 shares) were repurchased by the Company at the current market price and recorded as treasury stock. No shares were used in 1997.

STOCK OPTIONS The Company's shareholders have approved several stock option plans which provide that qualified and nonqualified options may be granted to officers and employees at exercise prices not less than market value on the date of grant. Generally, options vest proportionately over a four-year period and are exercisable for ten years from grant date. Certain of the plans also provide for awards of restricted shares of the Company's common stock. At December 31, 1999, there were 1,563,000 shares available for future option grants and restricted stock awards.

A summary of changes in outstanding options and the related weighted average exercise price per share is shown in the following table. The number of options outstanding and their exercise prices were adjusted pursuant to a formula as a result of the spinoff of ChoicePoint in August 1997. The 1997 grant, cancellation, and exercise information reflects the impact of this adjustment back to January 1, 1997, with the adjustment increasing the number of options outstanding at the beginning of fiscal 1997 by approximately 1,096,000 shares.

<TABLE>  
<CAPTION>

(Shares in thousands)	1999		1998		1997	
	Shares	Average Price	Shares	Average Price	Shares	Average Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, beginning of year	7,820	\$22.40	6,582	\$14.89	7,526	\$14.62
Adjustment to beginning balance due to spinoff	--	--	--	--	1,096	--

</TABLE>

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Granted:						
At market price	3,924	\$27.62	2,581	\$34.90	968	\$26.06
In excess of market price	--	--	271	\$45.97	119	\$35.44
Canceled	(591)	\$34.42	(388)	\$28.61	(1,434)	\$15.81
Exercised	(590)	\$13.39	(1,226)	\$11.20	(1,693)	\$11.45
Balance, end of year	10,563	\$24.14	7,820	\$22.40	6,582	\$14.89
Exercisable at end of year	5,165	\$17.95	4,230	\$15.35	4,420	\$12.53

The following table summarizes information about stock options outstanding at December 31, 1999 (shares in thousands):

Range of Exercise Prices	Options Outstanding			Options Exercisable		
	Shares	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	
\$7.09-\$16.26	3,052	3.2	\$11.42	2,947	\$11.24	
17.57-24.44	3,437	8.8	\$23.13	1,389	\$22.78	
24.44-36.87	3,432	6.9	\$33.29	580	\$28.95	
37.00-55.12	642	7.9	\$41.12	249	\$44.79	
	10,563	6.5	\$24.14	5,165	\$17.95	

The weighted-average grant-date fair value per share of options granted in 1999, 1998, and 1997 is as follows:

	1999	1998	1997
Grants at market price	\$9.95	\$13.27	\$10.05
Grants in excess of market price	--	\$6.63	\$6.17

The fair value of options granted in 1999, 1998, and 1997 is estimated on the date of grant using the Black-Scholes option-pricing model based on the following weighted average assumptions:

	1999	1998	1997
Dividend yield	1.4%	1.1%	1.1%
Expected volatility	42.4%	41.9%	41.3%
Risk-free interest rate	5.6%	5.6%	6.3%
Expected life in years	4.0	4.3	4.3

**PERFORMANCE SHARE PLAN** The Company has a performance share plan for certain key officers that provides for distribution of the Company's common stock at the end of three-year measurement periods based on the growth in earnings per share and certain other criteria. Recipients may elect to receive up to 50% of their distribution in cash based on the Company's common stock price at the end of the measurement period. Units outstanding at July 31, 1997 were increased by 14.6% to reflect the impact of the ChoicePoint spinoff. The total expense under the plan was a credit to expense of \$900,000 in 1999, and a charge to expense of \$4,213,000 in 1998 and \$1,022,000 in 1997. At December 31, 1999, 913,482 shares of common stock were available for future awards under the plan. Units awarded during the year were 177,000 in 1999, 187,000 in 1998, and 190,000 in 1997. Award-date fair value per unit was \$36.88 in 1999, \$32.69 in 1998, and \$29.50 in 1997. Units outstanding at December 31 were 443,412 in 1999, 489,753 in 1998, and 809,600 in 1997.

**PRO FORMA INFORMATION** In accordance with the provisions of Statement of Financial Accounting Standards, "Accounting for Stock-Based Compensation" (SFAS No. 123), the Company has elected to apply APB Opinion No. 25 and related interpretations in accounting for its stock option and performance share plans. Accordingly, the Company does not recognize compensation cost in connection with its stock option plans and records compensation expense related to its performance share plan based on the current market price of the Company's common stock and the extent to which performance criteria are being met. If the Company had elected to recognize compensation cost for these plans based on the fair value at grant date as prescribed by SFAS No. 123, net income and net income per share would have been reduced to the pro forma amounts indicated in the table below (in thousands, except per share amounts):

<TABLE>  
<CAPTION>

	1999		1998		1997	
	Reported	Pro forma	Reported	Pro forma	Reported	Pro forma
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Net income	\$215,857	\$201,006	\$193,433	\$184,690	\$183,737	\$182,239
Net income per share (basic)	\$1.57	\$1.46	\$1.37	\$1.31	\$1.27	\$1.26
Net income per share (diluted)	\$1.55	\$1.44	\$1.34	\$1.28	\$1.24	\$1.23

</TABLE>

Because the SFAS No. 123 fair value disclosure requirements apply only to options and performance share units granted after December 31, 1994, the resulting pro forma compensation cost may not be representative of that to be expected in future years.

#### 8. EMPLOYEE BENEFITS

In 1998, the Company adopted Statement of Financial Accounting Standards No. 132, "Employers' Disclosures about Pensions and Other Postretirement Benefits." This statement revises employers' disclosures about pension and other postretirement benefit plans. It does not change the measurement or recognition of these plans.

**U.S. RETIREMENT PLAN** The Company has a non-contributory qualified retirement plan covering most U.S. salaried employees. Benefits are primarily a function of salary and years of service. A reconciliation of the benefit obligation, plan assets, and funded status of the plan is as follows (in thousands):

<TABLE>  
<CAPTION>

	1999	1998
<S>	<C>	<C>
Change in benefit obligation		
Benefit obligation at beginning of year	\$411,689	\$388,859
Service cost	5,089	4,351
Interest cost	27,587	27,562
Actuarial (gain) loss	(24,085)	21,638
Curtailments	(3,912)	--
Benefits paid	(29,269)	(30,721)
Benefit obligation at end of year	\$387,099	\$411,689

<CAPTION>

	1999	1998
<S>	<C>	<C>
Change in plan assets		
Fair value of plan assets at beginning of year	\$455,727	\$435,005
Actual return on plan assets	64,137	33,443
Employer contribution	10,000	18,000
Benefits paid	(29,270)	(30,721)
Fair value of plan assets at end of year	\$500,594	\$455,727
Funded status	\$113,495	\$44,038
Unrecognized actuarial (gain) loss	(39,300)	9,262
Unrecognized prior service cost	512	1,027
Prepaid pension cost	\$74,707	\$54,327

<CAPTION>

	1999	1998
<S>	<C>	<C>
Assumptions used in accounting for the plan are as follows:		
Discount rate	7.75%	6.75%
Expected return on plan assets	9.50%	9.50%
Rate of compensation increase	4.25%	4.25%

Net pension income for the plan includes the following (income) expense components:

<TABLE>

<CAPTION>

(In thousands)	1999	1998	1997
<S>	<C>	<C>	<C>

Service cost	\$ 5,089	\$ 4,351	\$ 5,266
Interest cost	27,587	27,562	26,735
Expected return on plan assets	(40,066)	(34,588)	(32,835)
Amortization of prior service cost	429	846	1,293
Recognized actuarial loss	407	1,517	--
Curtailement gain	(3,827)	--	(17,118)
Amortization of transition obligation	--	--	(62)
-----			
Net pension income	\$ (10,381)	\$ (312)	\$ (16,721)
=====			

</TABLE>

The 1999 curtailment gain of \$3,827,000 was recognized in the fourth quarter and resulted from workforce reductions related to outsourcing certain administrative and data processing functions and the sale of three risk management offices. Net pension income in 1997 includes income allocated to discontinued operations totaling \$16,707,000, of which \$17,118,000 related to a curtailment gain resulting from the spinoff of ChoicePoint (see Note 2).

At December 31, 1999, the plan's assets included 1,284,538 shares of the Company's common stock with a market value of approximately \$30,267,000.

**FOREIGN RETIREMENT PLANS** The Company maintains a defined benefits plan for most salaried employees in Canada. The aggregate fair market value of the Canadian plan assets approximates that plan's projected benefit obligation, which totaled \$25,701,000 and \$26,021,000 at December 31, 1999 and 1998, respectively. Prepaid pension cost for this plan was \$12,027,000 and \$4,191,000 at December 31, 1999 and 1998, respectively. The Company also maintains defined contribution plans for certain employees in the United Kingdom.

**SUPPLEMENTAL RETIREMENT PLAN** The Company maintains a supplemental executive retirement program for certain key employees. The plan, which is unfunded, provides supplemental retirement payments based on salary and years of service. The expense for this plan was \$3,087,000 in 1999, \$4,182,000 in 1998, and \$3,691,000 in 1997. The accrued liability for this plan at December 31, 1999 and 1998 was \$26,371,000 and \$28,474,000, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

**EMPLOYEE RETIREMENT SAVINGS PLAN** The Company's retirement savings plans provide for annual contributions, within specified ranges, determined at the discretion of the Board of Directors for the benefit of eligible employees in the form of cash or shares of the Company's common stock. Expense for these plans was \$5,170,000 in 1999, \$3,346,000 in 1998, and \$3,294,000 in 1997.

**POSTRETIREMENT BENEFITS** The Company maintains certain unfunded healthcare and life insurance benefit plans for eligible retired employees. Substantially all of the Company's U.S. employees may become eligible for these benefits if they reach normal retirement age while working for the Company and satisfy certain years of service requirements. The Company accrues the cost of providing these benefits over the active service period of the employee. Expense for these plans was \$1,480,000 in 1999, \$1,969,000 in 1998, and \$1,690,000 in 1997. The accrued liability for these plans at December 31, 1999 and 1998 was \$24,386,000 and \$24,680,000, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

#### 9. COMMITMENTS AND CONTINGENCIES

**Leases** The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$47,376,000 in 1999, \$46,087,000 in 1998, and \$38,779,000 in 1997.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1999:

(In thousands)	Amount
2000	\$35,240
2001	27,729
2002	19,476
2003	14,296
2004	12,854
Thereafter	117,915
-----	
	\$227,510
-----	

**AGREEMENT WITH COMPUTER SCIENCES CORPORATION** The Company has an agreement with Computer Sciences Corporation (CSC) under which CSC-owned credit bureaus and certain CSC affiliate bureaus utilize the Company's credit database service. CSC and these affiliates retain ownership of their respective credit files and the revenues generated by their credit reporting activity. The Company receives a processing fee for maintaining the database and for each report supplied. The initial term of the agreement expired in July 1998 and was renewable at the option of CSC for successive ten-year periods. CSC has renewed the agreement for the ten-year period beginning August 1, 1998. The agreement provides CSC with an

option to sell its credit reporting businesses to the Company and provides the Company with an option to purchase CSC's credit reporting businesses if CSC does not elect to renew the agreement or if there is a change in control of CSC while the agreement is in effect. Both options expire in 2013. As of August 1, 1998, the option price is determined by appraisal.

On November 25, 1997, CSC exercised an option, also contained in the agreement, to sell its collection businesses to the Company at a purchase price of approximately \$38 million. Subsequent to November 25, 1997, the Company determined that the fair value of the business being sold (based on its estimated discounted cash flows) was less than the contractual purchase price because a major contract expiring in 1998 would not be renewed. Accordingly, in the fourth quarter of 1997, the Company recorded a \$25,000,000 charge (\$14,950,000 after tax, or \$.10 per share) to reflect a valuation loss on this acquisition, with a corresponding \$25,000,000 liability included in other current liabilities. This transaction was finalized in the second quarter of 1998, and the \$25,000,000 liability was reclassified to reduce the amount of goodwill recorded with the acquisition. In October 1998, this business was sold for approximately the carrying amount of its net assets.

**DATA PROCESSING SERVICES AGREEMENTS** The Company has separate ten-year agreements with IBM and EDS which outsource portions of its computer data processing operations and related functions, and expire in 2008 and 2009, respectively. The estimated aggregate contractual obligation remaining under these agreements is approximately \$900 million as of December 31, 1999. However, this amount could be more or less depending on various factors such as the inflation rate, the introduction of significant new technologies, or changes in the Company's data processing needs as a result of acquisitions or divestitures. Under certain circumstances (e.g., a change in control of the Company, or for the Company's convenience), the Company may terminate either agreement. However, the agreements provide that the Company must pay a significant termination charge in the event of such a termination.

**CHANGE IN CONTROL AGREEMENTS** The Company has agreements with nineteen of its officers which provide certain severance pay and benefits in the event of a termination of the officer's employment under certain circumstances following a "change in control" of the Company. "Change in control" is defined as the accumulation by any person, entity, or group of 20% or more of the combined voting power of the Company's voting stock or the occurrence of certain other specified events. In the event of a "change in control," the Company's performance share plan provides that all shares designated for future distribution will become fully vested and payable, subject to the achievement of certain levels of growth in earnings per share and certain other criteria. At December 31, 1999, the maximum contingent liability under the agreements and plans was approximately \$22,126,000.

**LITIGATION** A number of lawsuits seeking damages are brought against the Company each year, largely as a result of reports issued by the Company. The Company provides for estimated legal fees and settlements relating to pending lawsuits. In the opinion of management, the ultimate resolution of these matters will not have a materially adverse effect on the Company's financial position, liquidity, or results of operations.

10. QUARTERLY FINANCIAL DATA (UNAUDITED)

Quarterly operating revenue and operating income by reportable segment (Note 11) and other summarized quarterly financial data for 1999 and 1998 are as follows (in thousands, except per share amounts; 1998 amounts have been restated to conform to the 1999 presentation):

1999	First	Second	Third	Fourth
Operating revenue:				
North American Information Services	\$191,992	\$196,835	\$189,253	\$190,366
Payment Services	151,129	163,602	175,084	190,837
Equifax Europe	46,053	47,220	45,038	50,111
Equifax Latin America	29,921	32,520	32,581	30,516
Other	2,409	2,409	2,409	2,409
	\$421,504	\$442,586	\$444,365	\$464,239
Operating income (loss):				
North American Information Services	\$65,679	\$71,696	\$71,721	\$72,428
Payment Services	28,637	30,607	34,756	41,529
Equifax Europe	(1,688)	(1,289)	242	4,419
Equifax Latin America	4,187	5,047	7,447	6,273
Other	2,217	2,217	2,217	2,217
	99,032	108,278	116,383	126,866
General Corporate Expense	(10,222)	(11,398)	(4,214)	(10,186)

	\$88,810	\$96,880	\$112,169	\$116,680
Net income	\$43,901	\$52,106	\$58,098	\$61,772
Per common share (basic):				
Net income	(1) \$0.32	\$0.38	\$0.42	\$0.46
Per common share (diluted):				
Net income	\$0.31	\$0.37	\$0.42	\$0.45

<CAPTION>

1998	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Operating revenue:				
North American Information Services	\$180,307	\$194,127	\$200,355	\$194,264
Payment Services	117,963	132,504	142,323	173,331
Equifax Europe	36,746	46,458	50,829	38,212
Equifax Latin America	15,669	17,966	29,498	40,790
Other	2,409	2,409	2,409	2,409
	\$353,094	\$393,464	\$425,414	\$449,006
Operating income (loss):				
North American Information Services	\$61,864	\$68,069	\$69,107	\$67,549
Payment Services	19,235	23,970	27,510	38,600
Equifax Europe	3,155	4,732	6,724	(17,352)
Equifax Latin America	4,186	4,346	6,046	6,830
Other	2,215	2,217	2,217	2,217
	90,655	103,334	111,604	97,844
General Corporate Expense	(9,661)	(11,151)	(11,957)	(5,016)
	\$80,994	\$92,183	\$99,647	\$92,828
Net income	\$44,735	\$50,632	\$53,529	\$44,537
Per common share (basic):				
Net income	(1) \$0.32	\$0.36	\$0.38	\$0.32
Per common share (diluted):				
Net income	\$0.31	\$0.35	\$0.37	\$0.31

</TABLE>

1 Quarterly per share amounts do not add to the amounts shown in the consolidated statements of income due to rounding.

#### 11. SEGMENT INFORMATION

Effective January 1, 1998, the Company adopted Statement of Financial Accounting Standards No. 131 (SFAS 131), "Disclosures About Segments of an Enterprise and Related Information." In the first quarter of 1999, the Company changed its segment reporting structure to more closely match

management's internal reporting of business operations. Significant changes included moving the check solutions businesses in Canada and the U.K. (previously in the North American and Europe segments, respectively) into Payment Services, and moving the operations of Equifax Secure, which is developing authentication and digital certificate services, from General Corporate Expense to the North American segment. The 1998 and 1997 segment data has been restated to conform with the current year presentation.

The Company's operations are primarily organized by its two major product groups, information services and payment services. Information services are organized in three reportable segments based on geographic region (North America, Europe, and Latin America), while payment services are contained in one reportable segment. The accounting policies of the segments are the same as those described in the Company's summary of significant accounting and reporting policies (Note 1). The Company evaluates the segment performance based on its operating income before unusual items. Intersegment sales and transfers are not material.

A description of segment product and services is as follows:

NORTH AMERICAN INFORMATION SERVICES Consumer credit information; credit card marketing services; risk management and collection services; locate services;

fraud detection and prevention services; mortgage loan origination information; analytics and consulting; commercial credit reporting in Canada; internet identity verification and digital certificate services; and through May 1997, PC-based marketing systems, geo-demographic systems, and mapping tools.

**PAYMENT SERVICES** Credit and debit card authorization and processing; credit card marketing enhancement; software products to manage credit card, merchant, and collection processing; and check guarantee and verification services.

**EQUIFAX EUROPE** Consumer and commercial credit information and marketing services, credit scoring and modeling services, and auto lien information.

**EQUIFAX LATIN AMERICA** Consumer and commercial credit information and other commercial, financial, and consumer information.

**OTHER** Lottery services.

Segment information for 1999, 1998, and 1997 is as follows (dollars in thousands):

	1999		1998		1997	
	Amount	%	Amount	%	Amount	%
<b>Operating revenue:</b>						
North American Information Services	\$768,446	43 %	\$769,053	47 %	\$703,368	51 %
Payment Services	680,652	38	566,121	35	486,534	36
Equifax Europe	188,422	11	172,245	11	137,732	10
Equifax Latin America	125,538	7	103,923	6	28,818	2
Other	9,636	1	9,636	1	9,635	1
	\$1,772,694	100 %	\$1,620,978	100 %	\$1,366,087	100 %
<b>Operating income:</b>						
North American Information Services	\$281,524	63 %	\$266,589	66 %	\$241,262	66 %
Payment Services	135,529	30	109,315	27	85,217	23
Equifax Europe	1,684	-	(2,741)	-	23,458	6
Equifax Latin America	22,954	5	21,408	5	9,208	3
Other	8,868	2	8,866	2	8,868	2
	450,559	100 %	403,437	100 %	368,013	100 %
General Corporate Expense	(36,020)		(37,785)		(44,105)	
Valuation Loss (Note 9)	--		--		(25,000)	
	\$414,539		\$365,652		\$298,908	
<b>Total assets at December 31:</b>						
North American Information Services	\$ 612,002	33 %	\$ 553,809	30 %	\$ 451,487	38 %
Payment Services	499,646	27	491,821	27	276,573	24
Equifax Europe	297,048	16	326,865	18	223,415	19
Equifax Latin America	277,015	15	341,834	19	115,617	10
Other	3,951	-	3,517	-	4,227	-
Corporate	150,119	9	110,949	6	105,785	9
	\$1,839,781	100 %	\$1,828,795	100 %	\$1,177,104	100 %

	1999	1998	1997
<b>Depreciation and amortization:</b>			
North American Information Services	\$45,818	\$42,035	\$38,563
Payment Services	35,628	28,279	19,552
Equifax Europe	21,405	15,362	9,042
Equifax Latin America	16,430	12,513	4,736
Other	768	768	768
Corporate	5,214	4,868	4,408
	\$125,263	\$103,825	\$77,069

</TABLE>

<TABLE>  
<CAPTION>  
<S>

Capital expenditures excluding property and equipment and other assets acquired in acquisitions:

North American Information Services	\$38,345	\$36,618	\$30,719
Payment Services	51,052	43,835	26,358
Equifax Europe	15,590	25,028	13,160
Equifax Latin America	10,108	4,874	4,771
Other	--	--	--
Corporate	5,776	8,977	11,031
	\$120,871	\$119,332	\$86,039

</TABLE>

Financial information by geographic area is as follows:

<TABLE>  
<CAPTION>

	1999		1998		1997	
	Amount	%	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue based on location of customer:						
United States	\$1,233,983	70 %	\$1,174,733	72 %	\$1,057,032	78 %
Canada	97,251	5	96,628	6	100,943	7
United Kingdom	198,333	11	184,161	12	166,099	12
Brazil	115,985	7	62,253	4	--	-
Other	127,142	7	103,203	6	42,013	3
	\$1,772,694	100 %	\$1,620,978	100 %	\$1,366,087	100 %

Long-lived assets at December 31:

United States	\$557,960	45 %	\$511,482	39 %	\$421,559	54 %
Canada	107,687	9	96,840	7	60,521	8
United Kingdom	212,651	17	215,254	16	184,755	24
Brazil	220,298	18	347,355	27	--	--
Other	131,752	11	137,499	11	109,337	14
	\$1,230,348	100 %	\$1,308,430	100 %	\$776,172	100 %

</TABLE>

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## SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock of the following subsidiaries as of March 20, 2000 (all of which are included in the consolidated financial statements):

&lt;TABLE&gt;

&lt;CAPTION&gt;

Name of Subsidiary - -----	State or Country of Incorporation -----
<S>	<C>
Acrofax Inc.(1)	Canada
CBI Ventures, Inc.(1)	Georgia
CCI Group Plc(10)	England
CCI Trace and Investigation Services Ltd.(11)	England
Computer Ventures, Inc.(1)	Delaware
Credence, Inc.	Georgia
Credit Consultants International Ltd.(11)	England
Credit Link (U.K.) Ltd.(11)	England
Credit Northwest Corporation(1)	Washington
Credit Union Card Services, Inc. (6)	Wisconsin
Equifax Accounts Receivable Services, Inc. (owned by Trust)	Canada
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Australia Plc (14)	England
Equifax Canada (AFX) Inc.(2)	Canada
Equifax Canada Inc.(3)	Canada
Equifax Card Services, Inc.(4)	Florida
Equifax Card Services (Madison), Inc.(5)	Wisconsin
Equifax Card Solutions(12)	France
Equifax (Caymen Islands) Ltda.(19)	Caymen Islands
Equifax Check Services, Inc.(4)	Delaware
Equifax Consumer Services, Inc.	Georgia
Equifax Credit Information Services, Inc.	Georgia

&lt;/TABLE&gt;

&lt;TABLE&gt; &lt;CAPTION&gt;

<S>	<C>
Equifax Decision Systems, B.V.	The Netherlands
Equifax de Mexico Sociedad de Informacion Crediticia, S.A.(8) (9)	Mexico
Equifax do Brasil Ltda.(18)	Brazil
Equifax E-Banking Solutions, Inc. (4)	Georgia
Equifax Europe Inc.	Georgia
Equifax Finance (1), Inc.	Georgia
Equifax Finance (2), Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax Information Technology, Inc. (1)	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.), Inc.	Georgia
Equifax Knowledge Engineering, Inc.	Arizona
Equifax Ltd.(14)	New Zealand
Equifax Luxembourg S.A. (3)	Luxembourg
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Mauritius Private Ltd.(7)	Philippines
Equifax Payment Services, Inc.	Delaware
Equifax Plc(12)	England
Equifax Pty Ltd. (15)	Australia
Equifax Properties, Inc.	Georgia
Equifax-Rochester, Inc. (1)	New York
Equifax Secure, Inc.	Georgia
Equifax Secure U.K. Ltd. (23)	United Kingdom
Equifax SNC(16)	France
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd. (21)	England
Equifax U.K. Finance (No. 2) (20)	England
Equifax Ventures, Inc.	Georgia
Financial Institution Benefit Association, Inc. (4)	District of Columbia
Financial Insurance Marketing Group, Inc.(4)	District of Columbia

&lt;/TABLE&gt;

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<S>	<C>
First Bankcard Systems, Inc.(4)	Georgia
Global Scan Ltd.(17)	United Kingdom

Global Scan (USA) Inc.(22)	Delaware
High Integrity Systems, Inc. (4)	California
Infolink Ltd.(14)	United Kingdom
Light Signatures, Inc. (4)	California
Messagegram Ltd. (11)	England
Procard(24)	Chile
Propago(24)	Chile
Stewardship, Inc. (1)	Mississippi
Telecredit Canda, Inc. (2)	Canada
The Database Company Ltd. (13)	Ireland
The Equifax Database Company Ltd. (12)	Ireland
The Infocheck Group Ltd. (14)	England
Transax France Plc(14)	England
Transax (Ireland) Ltd.(14)	England
Ultimate Business Services Plc(14)	England
Ultimate Media Concepts Ltd. (11)	England
Viv Ltd.(14)	England
</TABLE>	

- (1)Subsidiary of Equifax Credit Information Services, Inc.
- (2)Subsidiary of Equifax Canada Inc.
- (3)Subsidiary of Acrofax Inc.
- (4)Subsidiary of Equifax Payment Services, Inc.
- (5)Subsidiary of Equifax Card Services, Inc.
- (6)Subsidiary of Equifax Card Services (Madison), Inc.
- (7)Subsidiary of Equifax Asia Pacific Holdings, Inc.
- (8)Subsidiary of Equifax Holdings (Mexico) Inc.
- (9)Subsidiary of Equifax Investments (Mexico) Inc.
- (10)Subsidiary of Ultimate Business Services Plc
- (11)Subsidiary of CCI Group Plc
- (12)Subsidiary of Equifax Europe Inc.
- (13)Subsidiary of The Equifax Database Company
- (14)Subsidiary of Equifax Plc
- (15)Subsidiary of Equifax Australia Plc

- (16)Subsidiary of Transax France Plc
- (17)Subsidiary of The Infocheck Group Ltd.
- (18)Subsidiary of Equifax South America, Inc.
- (19)Subsidiary of Equifax do Brasil Holdings, Ltda.
- (20)Subsidiary of Equifax Luxembourg (No. 2) S.A.
- (21)Subsidiary of Equifax Luxembourg S.A.
- (22)Subsidiary of Global Scan Ltd.
- (23)Subsidiary of Equifax Secure, Inc.
- (24)Subsidiary of Equifax de Chile, S.A.

Registrant's subsidiary Equifax Asia Pacific Holdings, Inc. owns 100% of the stock of Equifax Mauritius Private Ltd. which owns 50% of the stock of Equifax Venture Infotek Ltd. (India).

Registrant's subsidiary Equifax Europe Inc. owns 49% of the stock of Precision Marketing Information Ltd. (Ireland) and 58% of the stock of Equifax Iberisa, S.A. (Spain). Equifax Iberica, S.A. owns 95% of the stock of ASNEF-Equifax Servicios de Informacion de Credito, S.L. (Spain); 100% of the stock of Dicodi, S.A. (Spain); 100% of the stock of Informacion Tecnica Del Credito S.L. (Spain); 100% of the stock of Via Ejecutiva S.A. (Spain); and owns 50% of the stock of Credinformacoes, Informacoes de Credito, LDA (Portugal), along with Equifax Decision Systems, B.V., wholly-owned subsidiary of Equifax Inc., which owns 25%.

Registrant's subsidiary Equifax South America, Inc. owns 66% of the stock of Organizacion Veraz S.A. (Argentina) and 99% of the stock of Equifax de Chile, S.A. (Chile). Equifax de Chile, S.A. owns 100% of the stock of Dicom, S.A. (Chile) which owns 100% of the stock of Cobranza Integral S.A. (Chile); 51% of the stock of Dicom CentroAmerica (El Salvador); 51% of the stock of InfoCorp S.A. (Peru); and 100% of the stock of Equifax Peru Srl. Registrant's subsidiary Equifax do Brasil Ltda. owns 80% of the stock of Equifax do Brasil Ltda. (SCI); 59.336% of the stock of Unnisa - Solucoes em Meios de Pagamento Ltda. (Brazil); and 51% of the stock of Partech Ltda.

Registrant's subsidiary Equifax Plc owns 51% of the stock of Equifax Card Solutions Ltd. (England).

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K into the Company's previously filed Registration Statements on Form S-3 or Form S-8, File No. 33-40011, File No. 33-58734, File No. 33-34640, File No. 33-71202, as amended, File No. 33-66728, File No. 33-71200, File No. 33-82374, File No. 33-86018, File No. 33-86978, File No. 33-58627, File No. 33-63001, File No. 333-12961, File No. 33-04583, as amended, File No. 333-42613, File No. 333-42955, File No. 333-47599, File No. 333-52201, File No. 333-52203, File No. 333-68421, File No. 333-68477.

ARTHUR ANDERSEN LLP

Atlanta, Georgia  
March, 30, 2000

<TABLE> <S> <C>

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM EQUIFAX INC., FINANCIAL STATEMENTS AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1999 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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