

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 12-31-01 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  
-----

EQUIFAX INC.

-----  
Exact name of Registrant as specified in its Charter)

GEORGIA 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  
-----

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

-----  
(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. [ ]

THE AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NON-AFFILIATES (WHICH FOR PURPOSES HEREOF ARE ALL HOLDERS OTHER THAN CURRENT EXECUTIVE OFFICERS, DIRECTORS AND HOLDERS OF 5% OR MORE OF THE OUTSTANDING COMMON STOCK) OF THE REGISTRANT, AS OF FEBRUARY 20, 2002 WAS \$3,427,302,969 BASED ON THE CLOSING SALES PRICE OF THE COMMON STOCK AS REPORTED BY THE NEW YORK STOCK EXCHANGE ON SUCH DATE. SEE ITEM 12.

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 20, 2002
-----	-----
COMMON STOCK, \$1.25 PAR VALUE	143,813,683

DOCUMENTS INCORPORATED BY REFERENCE THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON MAY 1, 2002, TO BE FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, 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.

Equifax Inc.  
2001 FORM 10-K ANNUAL REPORT

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## PART I.

### ITEM 1. BUSINESS

Equifax Inc. is a leading source of consumer and commercial credit information worldwide. The Company provides to a wide range of customers information management, consumer credit information, marketing, business information, and identity verification services to enable credit and business decisions. The Company, through its Consumer Direct business, provides credit reporting and identity theft monitoring services direct to consumers enabling them to proactively manage their credit health and safeguard against identity theft. The Company is the market leader for credit information services in North America.

The Company operates in 13 countries: North America (the United States and Canada), Europe (the United Kingdom, Ireland, Spain, Italy, and Portugal) and Latin America (Argentina, Brazil, Chile, El Salvador, Peru, and Uruguay).

#### 2001 HIGHLIGHTS

In 2001, Equifax continued to refocus and realign its businesses to drive shareholder value. Mid-year, the Company completed the spin-off of its Payment Services division. Excluding discontinued operations and divested businesses, Equifax reported record operating results, which were largely attributable to performance in our North American Information Services segment. Other 2001 financial highlights include the following (excluding divested and discontinued operations):

- . Consolidated revenues increased 8% to \$1.1 billion.
- . Diluted earnings per share increased 5% to \$1.15, before restructuring and other charges of \$60 million (pre-tax).
- . Consolidated operating margins were 29%.
- . North American revenues increased 13% and operating income increased 14%.
- . U.S. consumer reporting volumes grew 20%.
- . The Consumer Direct business more than tripled revenues.
- . Free cash flow grew to \$208 million, a 72% increase over 2000.

#### DESCRIPTION OF BUSINESS

The Company was founded as a credit reporting agency under the name "Retail Credit Company" in Atlanta, Georgia, in 1899 and soon expanded into investigation of applicants for insurance. The company has continued to expand on a domestic and international basis and to diversify by means of internal development and strategic acquisitions. We have been publicly owned since 1965, listed on the New York Stock Exchange since 1971, and are a member of the S&P 500. In 1975, the Company changed its name from "Retail Credit Company" to "Equifax Inc."

The Company expanded operations into credit card services with the acquisition of Telecredit in 1990 and into direct marketing in 2000 with the purchase of the Consumer Information Solutions Group of R.L. Polk & Co. During the last five years, the Company has redefined and sharpened its business focus with the goal of creating additional shareholder value. In 1997, the Company divested its insurance services operations through the spin-off of a subsidiary company to shareholders. In 2000, the Company sold its risk management collections businesses in the United States, Canada and the U.K. And in July 2001, the Company completed the spin-off of its Payment Services segment (the acquired Telecredit business) by distributing to its shareholders the common stock of Certegy Inc. ("Certegy"), as a tax free dividend.

Equifax is a holding company that 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. Equifax supplies centralized overall financial, legal, communications, media relations, tax and similar services.

Equifax is not dependent on any single customer, and the Company's largest customer provides less than 3% of the Company's total revenues.

The Company reports its financial results in five segments -- North American Information Services, Equifax Europe, Equifax Latin America, Other, and Divested Operations. Detailed financial results and segment information are provided under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in Note 12 of Notes to Consolidated Financial Statements.

A description of the Company's products and services by line of business is provided below:

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#### INFORMATION SERVICES

Information Services, which is our largest line of business, maintains value-added information on more than 400 million consumers and businesses, and is the market leader in credit information services in North America. Information Services encompasses a number of businesses, all of which derive their products and services from our proprietary databases and expert knowledge. We will seek continued growth by developing innovative products and services, maintaining the quality of our databases, and delivering superior service.

For financial reporting purposes, the Information Services business is reported geographically in North American Information Services, Equifax Europe and Equifax Latin America segments. The principle lines of business are:

**Consumer Services.** Our consumer reporting business maintains files on over 300 million individuals worldwide with information updated constantly. Our consumer products provide information about individuals in a variety of services that include credit reporting, credit scoring, risk management, fraud detection, identity verification, modeling and analytics. Customers access our products largely through electronic distribution, including direct real-time access, which facilitates instant decisions.

Customers include banks, mortgage lenders, retailers, financial institutions, automotive manufacturers and dealers, telecommunications and utility companies, brokerage firms, insurance companies, and government. Our customers utilize the information we provide to make decisions for a wide range of credit and business purposes, such as mortgage or auto loans, credit card applications, identity verification and similar business uses.

**Marketing Services.** This line of business includes our credit marketing, risk management and decisioning, and direct marketing services businesses. Credit marketing offers prescreening services, which facilitate pre-approved offers of credit by banks and financial institutions. Equifax risk management and fraud detection and prevention services enable banks and financial institutions to minimize their default rates by proactively managing their existing credit card accounts. Our decisioning analytics and platforms enable customers to make credit, cross-selling, and other business decisions instantaneously while streamlining application processing.

Our direct marketing services business provides consumer, demographic and lifestyle information. Direct marketing products include data capture, database management and registration card programs for consumer durable goods manufacturers. Our products enable customers to target specifically defined market segments and design more effective and economically efficient marketing campaigns. Customers include financial institutions, insurers, catalogers, publishers, technology companies, and manufacturers.

**Commercial Services.** Our commercial business consists of selling products and services based on information that we maintain about businesses. Consistent with our strategy of expanding markets, in 2001 we continued to develop our commercial business in the United States by growing our Small Business Financial Exchange, a facility which brings together more than 20 of the leading financial institutions and small business lenders to report and maintain comprehensive trade line data on small businesses. We also operate the proprietary National Telecommunication Data Exchange, which includes default commercial account information from 72 telecommunications companies.

Our subsidiaries in Canada, the U.K., and Spain also sell commercial information to a wide variety of customers, and our subsidiary in Brazil is the leading commercial credit information vendor in that country.

#### CONSUMER DIRECT SERVICES

In 2000, the Company began offering credit information direct to consumers in the United States via the Internet at [www.equifax.com](http://www.equifax.com). Equifax Credit

Profile(R), our first product, provides secure online access to a user-friendly credit report. In 2001, the Company introduced Equifax Credit Watch(TM), our credit monitoring service, which is a subscription service that provides the consumer with several Equifax Credit Profiles and e-mail alerts whenever there has been an inquiry to his/her credit file. Once alerted, the consumer can view the details of the inquiry on-line and protect against identity fraud. In 2001, Equifax Credit Watch(TM) was named one of the 25 "Best Products of 2001" by Business Week Magazine.

Also in 2001, we introduced ScorePower(TM), the only on-line service that allows consumers access to their BEACON(TM) score. ScorePower purchasers receive their Equifax Credit Profile, the Beacon Score calculated from that profile, together with an explanation regarding their score and suggestions on how to favorably affect it.

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Consumer Direct more than tripled its revenues in 2001 and offers strong growth potential for the Company. We intend to continue to prudently expand the product offerings, expand geographically, and develop creative marketing strategies for profitable growth. Customers of Consumer Direct include consumers, as well as businesses that offer Consumer Direct products to their employees or customers. Consumer Direct is reported in the North American Information Services segment.

#### PRODUCTS

Our businesses offer a variety of products that enable customers to operate their businesses with efficiency. We are constantly seeking to expand our product and service offerings. Generally, we expand product offerings through internal development or by acquisition. Recent new products generated through internal development include our patented eIDverifier(R) Internet identity verification products and our decisioning platforms. We may also partner with a third party to provide a product. The recent acquisition of our Direct Marketing Services business provided us with a range of proven marketing products. We continue to leverage our investments in our proprietary databases to develop and deliver progressively more value-added products across all our businesses.

Distribution of products and services to customers is made primarily through electronic data interfaces. We seek to manage costs and provide superior customer service through technological innovation. Our web-based initiative Equifax ePORT(TM), which enables delivery of information to customers via a secured Internet connection, is an example of our creative use of technology. We will continue to capitalize on the most efficient and effective means of delivering products and services.

#### DATA SOURCES

We rely extensively upon data from external sources to maintain our proprietary and non-proprietary databases, including data received from customers and various government and public record services. Additionally, we also rely on certain contractual relationships with certain affiliated third party-credit reporting agencies to provide us data in certain geographic areas.

Our Direct Marketing Services business provides us with a proprietary database consisting of consumer, lifestyle and demographic information. This database provides us the opportunity to develop new products and to explore cross-selling synergies with our existing data businesses. Similarly, through our acquisition in October 2000 of Compliance Data Center, Inc., we acquired the leading database for customer information services to the brokerage industry.

We are committed to enhancing, expanding and maintaining the integrity of our proprietary databases.

#### COMPETITION

Equifax operates in a number of geographic, product and service markets, which are highly competitive. We primarily compete with two global consumer credit reporting companies, Experian Information Solutions, Inc. and Trans Union LLC, which offer credit-reporting products that are similar to those we offer. We also compete with these and other companies that offer marketing information products and services, including Acxiom Corporation and InfoUSA, Inc. In commercial reporting, our primary competitor is D&B.

#### EMPLOYEES

The Company had approximately 5,200 employees in 13 countries as of December 31, 2001. None of our employees are subject to a collective bargaining agreement.

#### REGULATORY

Because our business involves the collection of consumer and business data and distribution of such information to businesses making credit and marketing decisions, certain of our activities and services are subject to regulation under various U. S. federal laws including the Fair Credit Reporting Act and the

Gramm-Leach-Bliley Act, as well as similar state laws. We are also subject to privacy and consumer credit laws and regulations in foreign countries where we do business. It is the Company's policy to treat all information with a high degree of security reflecting our recognition of individuals' privacy concerns. Certain of our businesses, notably our Direct Marketing Services business, are less regulated than the credit-based portions of our business.

EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's officers as of February 28, 2002 are listed below:

<TABLE>

<CAPTION>

Name	Position With Company	Age	Officer Since
- - - - -	-----	---	-----
<S>	<C>	<C>	<C>
Thomas F. Chapman	Chairman and Chief Executive Officer	58	1991
William V. Catucci	Executive Vice President - Global Operations	63	1999
John Chandler	Vice President, Financial Administration	54	2002
Virgil P. Gardaya	Corporate Vice President and General Manager, Consumer Direct	55	2000
Karen H. Gaston	Corporate Vice President and Chief Administrative Officer	49	1998
Mitchell J. Haws	Vice President of Investor Relations & Public Relations	38	2001
Kent E. Mast	Corporate Vice President, General Counsel and Secretary	58	2000
Philip J. Mazzilli	Executive Vice President and Chief Financial Officer	61	2000
Michael G. Schirk	Vice President and Treasurer	52	1999
Dennis B. Story	Vice President and Corporate Controller	38	2001

</TABLE>

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.

Mr. Chapman also serves as a Director. Messrs Chapman, Chandler, Schirk, and Ms. Gaston have all been employed with the Company in executive positions for the previous five years.

Mr. Catucci joined the Company in October 1999 as Group Executive, North America Information Services and was promoted to his current position in October 2000. 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.

Mr. Gardaya joined the Company in November 1998 as Senior Vice President, Global Communications Micro/LAN Services. Prior to being named to his current position in September 2001, Mr. Gardaya also served as Corporate Vice President and Chief Technology Officer. Prior to that, Mr. Gardaya served as Vice President and Chief Information Officer for GTE Wireless and GTE Airfone, and in various executive positions with GTE for more than five years.

Mr. Haws joined the Company as Vice President of Investor Relations in April 2001 and assumed responsibility for public relations in February 2002. Prior to joining the Company, since 1996, he served as Vice President, Investor Relations for the Reynolds & Reynolds Co., which provides a full range of retail and enterprise management systems and related services for automobile retailers and manufacturers.

Mr. Mast joined the Company in November 2000, and prior to that was a Senior Partner of Kilpatrick Stockton LLP, an international law firm, from 1990.

Mr. Mazzilli served as Corporate Vice President, Treasurer and Controller of the Company from 1992 through June 1999. In 1999, he became Executive Vice President and Chief Financial Officer of Nova Corporation, which provides transaction processing and related software application products to small merchants. He rejoined the Company in his current position in February 2000.

Mr. Story joined the Company in March 2000 and was Vice President and Group Controller for Global Technology and Equifax Internet Solutions before being promoted to his current position in August 2001. Prior to joining Equifax, Mr. Story served as Chief Financial Officer, Zep Manufacturing Company from 1999 to 2000, and prior to that he was Vice President of Finance for Alumax Inc. from

## ITEM 2. PROPERTIES

The Company ordinarily leases office space for conducting its business and is obligated under approximately 146 leases and other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space.

The Company owns three office buildings, one of which is located in Wexford, Ireland; one in Sao Paolo, Brazil; 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.

## ITEM 3. LEGAL PROCEEDINGS

Reference is made to Note 10 of the Notes to Consolidated Financial Statements (Commitments and Contingencies - Litigation).

## ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted during the fourth quarter of 2001 to a vote of security holders.

## 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 under the ticker symbol "EFX".

The high and low sales prices and dividends declared per share of the Company's common stock for each quarter during the last two fiscal years are below. The amount of our quarterly dividend was reduced in the third quarter of 2001 due to the spin-off of Certegy Inc. While we have historically paid dividends to common shareholders, the declaration and payment of future dividends will depend on many factors, including our earnings, financial condition, business development needs, and regulatory considerations and is at the discretion of our Board of Directors.

## DIVIDENDS PER SHARE

Quarter	2000	2001
First	\$0.093	\$0.093
Second	0.093	0.093
Third	0.093	0.020
Fourth	0.093	0.020
Year	\$0.370	\$0.225

On July 7, 2001, we completed the spin-off of Certegy Inc., and the Company's shareholders received .5 share of Certegy stock for each share of common stock held as of June 27, 2001, the record date. The high and low sales prices of the Company's common stock shown below have been adjusted to reflect the spin-off.

## STOCK PRICE

(In Dollars)	2000		2001	
	High	Low	High	Low
First Quarter	15.10	11.77	19.58	16.24
Second Quarter	17.57	13.84	22.94	17.52
Third Quarter	16.13	13.76	27.41	18.60
Fourth Quarter	21.61	15.39	25.33	21.45
Year	21.61	11.77	27.41	16.24

As of February 20, 2002, there were approximately 10,268 holders of record of the Company's common stock.

## ITEM 6. SELECTED FINANCIAL DATA

The table below summarizes selected historical financial information of Equifax Inc. for each of the last five years. Certain historical financial information for 1997 through 2000 has been restated to reflect the spin-off of Certegy (see Note 2 of Notes to Consolidated Financial Statements).

<TABLE>  
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(In millions, except per share amounts and number of employees)

Year ended December 31	2001	2000	1999	1998	1997
<b>SUMMARY OF OPERATIONS</b>					
Operating revenue	\$1,139.0	\$1,189.2	\$1,092.7	\$1,055.8	\$
Operating expenses before restructuring and other charges	824.8	880.6	806.4	793.9	
Restructuring and other charges (1)	(60.4)	-	-	-	
Operating income	\$ 253.8	\$ 308.6	\$ 286.3	\$ 261.9	\$
<b>Income from continuing operations (1)</b>					
Income from continuing operations (1)	\$ 117.3	\$ 141.1	\$ 147.7	\$ 135.2	\$
Dividends paid	\$ 32.3	\$ 52.3	\$ 52.0	\$ 52.1	\$
<b>PER COMMON SHARE (diluted)</b>					
Income from continuing operations (1)	\$ 0.84	\$ 1.04	\$ 1.06	\$ 0.94	\$
Dividends	\$ 0.225	\$ 0.370	\$ 0.363	\$ 0.353	\$
Weighted average common shares outstanding (diluted)	139.0	136.0	139.6	144.4	
<b>BALANCE SHEET DATA (at December 31)</b>					
Total assets	\$1,422.6	\$1,893.1	\$1,607.9	\$1,675.6	
Long-term debt	\$ 693.6	\$ 993.4	\$ 933.4	\$ 868.8	\$
Shareholders' equity	\$ 243.5	\$ 383.6	\$ 215.6	\$ 366.5	\$
Common shares outstanding	136.2	135.8	134.0	140.0	
<b>OTHER INFORMATION (at December 31)</b>					
Stock price per share (2)	\$ 24.15	\$ 16.98	\$ 13.95	\$ 20.24	\$
Market capitalization (2)	\$3,288.4	\$2,306.9	\$1,869.0	\$2,834.2	
Employees - continuing operations	5,200	6,500	7,800	9,500	

(1) In 2001, the Company recorded restructuring and other charges of \$60.4 million (\$35.3 million after tax, or \$0.25 per share) for employee severance, facilities consolidation, and the write down of certain technology investments (see Note 5 of Notes to Consolidated Financial Statements). In 1997, the Company recorded a charge of \$25 million (\$14.9 million after tax, or \$0.10 per share) related to a pending acquisition.

(2) Stock price and market capitalization prior to 2001 have been adjusted to reflect the spin-off of Certegy.

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

Overview

For an understanding of the significant factors that influenced the Company's results, the following discussion should be read in conjunction with the consolidated financial statements and related notes.

Equifax Inc. is a leading source of consumer and commercial credit information worldwide. The Company provides to a wide range of customers information management, consumer credit information, marketing, business information, and identity verification services to enable credit and business decisions. The Company, through its Consumer Direct business, provides credit reporting and identity theft monitoring services direct to consumers enabling them to proactively manage their credit health and safeguard against identity theft. The Company is the market leader for credit information services in North America.

Equifax Inc.'s 2001 financial reporting was significantly impacted by the spin-off of its Payment Services business ("Certegy"), divestitures of non-core businesses ("Divested Operations"), and restructuring and other charges recorded in the fourth quarter of 2001. Excluding these transactions, Equifax reported record revenues, earnings and cash flow for its core business, largely attributable to performance in its North American Information Services businesses. Significant 2001 financial highlights were:

- Consolidated revenues increased 8% to \$1.1 billion.
- Diluted earnings per share increased 5% to \$1.15, before restructuring and other charges of \$60 million (pre-tax).
- Consolidated operating margins were 29%.
- North American revenues increased 13% and operating income increased 14%.
- U.S. consumer reporting volumes grew 20%.
- The Consumer Direct business more than tripled revenues.
- Free cash flow grew to \$208 million, a 72% increase over 2000.

#### Significant Transactions

On July 7, 2001, Equifax completed the spin-off of Certegy into a separate, publicly traded company. The spin-off permitted both companies to focus on growth in their core businesses with dedicated resources, and the continued creation of shareholder value. As a result of the spin-off, the Company's financial statements have been prepared with Certegy's net assets, results of operations and cash flows classified as "discontinued operations," with all historical financial statements restated to conform to this presentation.

In October 2001, the Company divested its City Directory business and, in the fourth quarter of 2000, sold its global risk management and U.K. vehicle information businesses. Combined revenues for these businesses in 2001 and 2000 were \$29 million and \$162 million, respectively, with a 2001 operating loss of \$3.6 million and 2000 operating income of \$9.0 million. The operating results of these businesses are classified in Divested Operations for segment reporting purposes.

In the fourth quarter of 2001, restructuring and other charges were recorded in connection with efforts to properly size and configure our post-spin business and to align our cost structure in our international operations. The charge totaled \$60 million (\$35 million after tax or \$0.25 per diluted share) and consisted of approximately \$37 million for employee severance and facilities consolidation and \$23 million to write down several technology investments.

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#### Financial Results

The following table summarizes Equifax's Core Business and As Reported results from continuing operations for each of the three years in the period ended December 31, 2001.

<TABLE>  
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(In millions, except per share)	Core Business			As Reported		
	2001	2000	1999	2001	2000	1999
--						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Revenue	\$1,109.8	\$1,027.2	\$917.0	\$1,139.0	\$1,189.2	\$1,092.7
Operating income	\$ 317.8	\$ 299.6	\$267.4	\$ 253.8	\$ 308.6	\$ 286.3
Other income (expense), net	\$ 4.7	\$ 11.1	\$ 11.0	\$ (1.2)	\$ 3.7	\$ 10.8
Interest expense	\$ (47.8)	\$ (48.3)	\$(32.9)	\$ (47.8)	\$ (55.8)	\$ (42.2)
Income from continuing operations	\$ 159.7	\$ 150.2	\$140.1	\$ 117.3	\$ 141.1	\$ 147.7
Diluted earnings per share						
from continuing operations	\$ 1.15	\$ 1.10	\$ 1.00	\$ 0.84	\$ 1.04	\$ 1.06

</TABLE>

Management believes the Core Business results are more useful in analyzing the underlying business by providing a consistent comparison of the Company's historical operating performance. Adjustments to reconcile the As Reported results for each of the three years in the period ended December 31, 2001 to the



Core Business results and the associated impact on diluted earnings per share are as follows:

- Exclude the operating results and disposition gains and losses of Divested Operations
- Exclude the 2001 restructuring and other charges
- Adjust other income and interest expense to reflect the impact of the proceeds from Divested Operations
- Adjust the effective income tax rate, which reflects the above adjustments

See Exhibit 99.8 to this report for a more detailed analysis of the reconciling adjustments for Core Business results of operations.

<TABLE>  
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Earnings Per Share (Diluted):	2001	2000	1999
<S>	<C>	<C>	<C>
Continuing operations, As Reported	\$0.84	\$1.04	\$ 1.06
Adjustments:			
- -Exclude the 2001 restructuring and other charges	0.25	-	-
- -Adjust for the impacts of Divested Operations	0.05	0.03	(0.05)
- -Adjust income taxes	-	0.04	(0.01)
Continuing operations, Core Business	\$1.15	\$1.10	\$ 1.00

</TABLE>

The following discussion of revenue, operating income, and segment results is on a Core Business basis (as previously described). The discussion of other income (expense), net, interest expense, and effective tax rates is on an As Reported basis.

#### Revenue

Revenues of \$1.1 billion in 2001 increased 8% over 2000, driven by our North American Information Services segment's record consumer credit reporting volumes and growth in our Consumer Direct business. In 2001, North America accounted for 77% of the Company's total revenue and 90% of the operating income before corporate expense. Revenue growth in North America was 13%. The strengthening of the U.S. dollar against foreign currencies, particularly in Latin America, negatively impacted revenue \$27 million or 3%. Incremental revenues from our acquisitions in 2000 positively impacted revenue growth approximately 4%.

Revenues of \$1.0 billion in 2000 increased 12% over 1999. Revenue growth was significantly influenced by the May 2000 acquisition of our Direct Marketing Services business, formerly the Consumer Information Solutions Group ("CIS") from R.L. Polk & Co. Excluding the impact of the CIS acquisition, revenue growth was 3%. The strengthening of the U.S. dollar against foreign currencies during 2000, particularly the British pound and Spanish peseta, reduced 2000 revenue by approximately \$15 million or 2%.

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#### Operating Income

Operating income in 2001 increased 6% to \$317.8 million on operating margins of 29%. North America's operating income growth of 14% and 40 basis point margin improvement driven by consumer reporting and Consumer Direct offset margin deterioration in our international operations, particularly in Europe.

Operating income in 2000 grew 12% to \$299.6 million with operating margins of 29%. Excluding the CIS acquisition, profit growth was 7%. Operating income growth in our traditional U.S. credit marketing services business, Canada's consumer reporting business and improved operating expenses drove 2000 performance.

#### Other Income (Expense), Net

Other income (expense), net includes interest income on cash balances of \$3.2 million in 2001, \$7.5 million in 2000, and \$5.8 million in 1999. Lower cash balances in foreign operations combined with lower interest rates accounted for the decline in 2001. Other income (expense), net in 2001 and 2000 includes losses associated with the disposition of Divested Operations. In October 2001, the Company sold its City Directory business, which generated a pre-tax loss of \$5.8 million. The sale of the risk management and vehicle information businesses generated pre-tax losses of \$4.2 million in 2000. In 1999, the Company sold three risk management offices located in the U.S. that resulted in a pre-tax gain of \$4.1 million.

## Interest Expense

Interest expense decreased \$8.0 million in 2001 and increased \$13.6 million in 2000, as compared with prior years. The decrease in 2001 from 2000 was due to lower average debt outstanding and lower effective borrowing rates. The increase in 2000 resulted from higher average debt outstanding associated with 2000 acquisition activity and 1999 treasury stock purchases. After adjusting for the \$275 million debt reduction related to the spin-off of Certegy, average total debt outstanding was \$775.4 million in 2001, \$824.8 million in 2000 and \$699.0 million in 1999.

## Effective Tax Rates

The effective tax rates from continuing operations were 42.1%, 43.4% and 40.3% in 2001, 2000 and 1999, respectively. Changes in the levels of non-deductible goodwill associated with divestitures and in the levels of foreign earnings accounted for the changes in effective tax rates between periods. The effective rate in 2002 is expected to decline to approximately 40%, due to the elimination of goodwill amortization and the effects of tax planning strategies.

## Segment Results

The following table summarizes the segment results for each of the three years in the period ended December 31, 2001. The results of businesses sold in October 2001 and in the fourth quarter of 2000 are classified as Divested Operations. The Company's previous Consumer Information Services segment results are now reported in the North American Information Services segment.

<TABLE>  
<CAPTION>

(In millions)	Revenue			Operating Income (Loss)		
	2001	2000	1999	2001	2000	1999
<S>	<C>	<C>	<C>	<C>	<C>	<C>
North American Information Services	\$ 852.4	\$ 755.2	\$ 633.1	\$327.5	\$287.2	\$261.0
Equifax Europe	141.1	142.9	148.7	1.8	13.7	4.7
Equifax Latin America	106.7	119.5	125.5	24.4	31.5	28.8
Other	9.6	9.6	9.6	8.9	8.9	8.9
General Corporate Expense	-	-	-	(44.8)	(41.7)	(36.0)
Core Business	1,109.8	1,027.2	917.0	317.8	299.6	267.4
Divested Operations	29.2	162.0	175.7	(3.6)	9.0	18.9
Restructuring and Other Charges (Note 5)	-	-	-	(60.4)	-	-
As Reported	\$1,139.0	\$1,189.2	\$1,092.7	\$253.8	\$308.6	\$286.3

</TABLE>

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## North American Information Services

North American Information Services accounted for \$852.4 million, or 77% of the Company's revenues in 2001 and \$327.5 million, or 90% of the operating income, before corporate expense. This segment includes U.S. Credit Information Services, Mortgage Services, Credit Marketing Services, Direct Marketing Services, Canadian Operations and Consumer Direct. Segment revenues increased 13% in 2001 and 19% in 2000. Excluding the impact of the May 2000 CIS acquisition, North America's revenue increased 8% in 2001 and 6% in 2000.

U.S. Credit Information Services 2001 revenue increased 13% compared to 1% growth in 2000, with 2001 growth driven by a record credit reporting volume increase of 20%. The key industry growth drivers were: mortgage, telecommunications, financial services and automotive. Lower interest rates helped generate record volumes in mortgage refinancing, cellular usage increased, and automakers' zero rate financing incentives drove consolidated volumes with consecutive quarterly growth in 2001. In 2000, volumes increased 11%. Volume growth was partially offset by average unit price declines of 6% in 2001 and 9% in 2000. Average pricing is impacted by mix of business, with many of our large customers driving increased volumes at lower average unit prices. U.S. Credit Information Services compounded annual volume growth since 1990 is approximately 13%. In 2002, we expect volume growth to return to levels more indicative of historical performance. Canadian revenue increased 14% in 2001 on strong consumer credit volume growth compared to almost flat growth in 2000.

During 2001, increasing demand for information from mortgage industry customers, caused by a declining interest rate environment, resulted in 73% growth in Mortgage Services revenue to \$44.4 million, compared with a 21% decrease in 2000. In 2002, we expect this business to decline from 2001 levels, as refinancing activity moderates.

Our Credit Marketing Services and Direct Marketing Services businesses generated combined revenue of \$259.3 million, or 2% growth, compared to \$253.6 million in 2000. Excluding the Direct Marketing Services incremental revenues of \$33.2 million from the May 2000 acquisition, 2001 revenues declined 11% largely due to the economic impact of companies reducing advertising and marketing expenditures. In Credit Marketing Services, which includes pre-screening, portfolio review, database and other marketing products, 2001 revenues declined 6% versus a 2000 record year of 28% growth. Lower revenues in 2001 were principally due to product mix shifts to lower priced risk management products, some price compression due to customer consolidation, and fewer marketing campaigns. Our Direct Marketing Services business experienced a 22% sales decline in comparable sales in 2001 versus 2000, principally driven by a significant contraction in advertising and marketing expenditures by its customers due to the slowing U.S. economy.

Consumer Direct more than tripled revenues to \$21.9 million in 2001 largely due to \$10 million of incremental sales from the new ScorePower(TM) credit score product launched in March 2001 and increased sales of the Equifax Credit Profile(R) credit report and Equifax Credit Watch(TM) credit monitoring service. Consumer Direct sales in 2000 totaled \$5.5 million.

Operating income for North American Information Services increased 14% in 2001 compared to 10% in 2000. Excluding the impact of the CIS acquisition, operating income growth for 2001 and 2000 was 13% and 5%, respectively. Operating margins were 38% in 2001 and 2000, compared to 41% in 1999. Lower margins in 2001 and 2000 are attributable to the Company's investment in its marketing services businesses, Consumer Direct and identity authentication services.

#### Equifax Europe

Revenue in Equifax Europe, which consists of operations in the United Kingdom, Ireland, Spain, Portugal and Italy, grew 3% and 4% in 2001 and 2000, respectively, on a local currency basis. The local currency growth in 2001 is attributable to the November 2000 acquisition of SEK in Italy. The strengthening of the U.S. dollar against the British pound and Spanish peseta reduced Equifax Europe's revenue by approximately \$6.0 million in 2001 and \$12.5 million in 2000.

Operating income in 2001 of \$1.8 million declined \$11.9 million from 2000 on lower revenues in the United Kingdom and Spain primarily due to slower economic growth. In 2000, operating income improved \$9.0 million over 1999, substantially driven by expense reductions. We continue to focus on driving operational efficiencies in our European businesses and expect improved margins in 2002.

#### Equifax Latin America

Equifax Latin America generated revenue of \$106.7 million and an operating margin of 23% in 2001. The Company has operations in Brazil, Argentina, Chile, Peru, Uruguay and El Salvador. In local currency, revenues increased 3% in 2001 while declining 3% in 2000. The strengthening of the U.S. dollar against the Brazilian real and the Chilean peso reduced this segment's revenue by approximately \$17.5 million and \$2.3 million in 2001 and 2000, respectively.

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Operating income in 2001 decreased \$7.1 million mainly due to weak currencies and economic conditions in the region compared to a \$2.7 million increase in 2000. Cost containment measures have helped stabilize and maintain attractive margins of 23% in 2001 and 26% in 2000.

This segment's operating results will be adversely affected in 2002 by the recent economic events in Argentina. These events have impacted both the conversion rates of the Argentine peso to the U.S. dollar and also the general business conditions in Argentina. 2001 revenue and operating income for our business in Argentina totaled \$26.0 million and \$9.1 million, respectively, and the Company's investment in that business totaled approximately \$26 million at December 31, 2001.

#### Other

Other consists solely of a subcontract, which expires at the end of May 2002, relating to the Company's lottery subsidiary. Revenue and operating income remained comparable at \$9.6 million and \$8.9 million, respectively, in all periods.

#### General Corporate

General corporate expense in 2001 increased \$3.1 million on higher incentive plan expense and increased \$5.7 million in 2000 primarily due to higher technology costs and one-time expenses associated with our headquarters relocation.

#### Financial Condition

Cash provided by operations increased 32% to \$255.1 million in 2001, and free cash flow (operating cash flow less capital expenditures) increased 72% to \$208 million. The improvement over 2000 was largely influenced by higher operating income from Core Businesses, aggressive management of receivables (days sales outstanding declined from 75 days in 2000 to 63 days in 2001), and a \$24.8 million reduction in capital expenditures. Cash provided by operations in 2000 was \$192.8 million. Operating cash flow has been sufficient to fund capital expenditures, dividend payments and scheduled maturities of long-term debt.

During 2001, the Company's cash used in investing activities totaled \$106.5 million compared to \$263.0 million in 2000. The Company was less acquisitive in 2001 versus 2000 as its major focus was the spin-off of Certegy. Capital expenditures, exclusive of acquisitions and investments, amounted to \$47.1 million in 2001 compared to \$71.9 million in 2000. Total capital expenditures in 2002 are expected to approximate \$50 million. Acquisitions and investments, net of cash acquired, declined from \$346.8 million in 2000 to \$68.7 million in 2001, largely due to the May 2000 CIS acquisition. Cash proceeds generated from the sale of businesses and other assets amounted to \$12.4 million in 2001 and \$157.5 million in 2000, and are principally associated with the City Directory sale in 2001 and the sales of our risk management and vehicle information businesses in 2000.

In 2001, cash used by financing activities totaled \$325.5 million compared to \$16.4 million of cash generated in 2000. In 2001, the Company reduced its long-term debt \$298.9 million through the repayment of borrowings under its revolving credit facility. Debt repayments were funded through operating cash flows and the cash dividend received from Certegy in conjunction with the spin-off. During the year, the Company acquired 2.15 million shares of stock at an investment of \$49.5 million. Stock repurchases in 2000 amounted to \$6.5 million, down from \$210.2 million in 1999. The repurchases were temporarily suspended in 2000 to enable the Company to apply available cash to the repayment of debt incurred in connection with the CIS acquisition. At December 31, 2001, the Company's remaining authorization for share repurchases was approximately \$45 million, and in February 2002, the Company's Board of Directors approved an additional \$250 million for share repurchases. The Company continued its 89-year history of paying dividends, which totaled \$32.3 million in 2001. Dividends were \$20.0 million lower than 2000 as the Company reduced its quarterly dividend after the Certegy spin-off from \$0.093 to \$0.02 per share.

At December 31, 2001, \$367.5 million was available to the Company under its new \$465 million revolving credit facility. Should CSC exercise its option to sell its credit reporting business to the Company (Note 10), additional sources of financing would be required. However, management believes the Company has sufficiently broad access to the capital markets to enable it to arrange alternative sources of financing. Alternative sources of funding available would include the public debt markets and additional bank lines of credit.

#### Inflation

We do not believe that the rate of inflation has had a material effect on our operating results. However, inflation could adversely affect our future operating results if it were to result in a substantial weakening in economic conditions.

#### Critical Accounting Policies and Estimates

The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and assumptions that affect: the reported amounts of assets and liabilities at the date of the financial statements; the disclosure of contingent assets and liabilities at the date of the financial statements; and the reported amounts of revenues and expenses during the reporting period. Management regularly evaluates its estimates and assumptions. These estimates and assumptions are based on historical experience and on various other factors that are believed to be reasonable under the circumstances, and form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

The Company's significant accounting policies are described in Note 1 of Notes to Consolidated Financial Statements. Management believes that the following accounting policies involve a higher degree of complexity and warrant specific description.

#### Valuation of Long-Lived Assets

The Company regularly evaluates whether events or circumstances have occurred which indicate that the carrying amounts of long-lived assets (principally goodwill, purchased data files, systems development and other deferred costs, and investments in unconsolidated subsidiaries) may be impaired or not

recoverable. The significant factors that are considered that could trigger an impairment review include: changes in business strategy, market conditions, or the manner of use of an asset; underperformance relative to historical or expected future operating results; and negative industry or economic trends. In evaluating an asset for possible impairment, management estimates that asset's future undiscounted cash flows to measure whether the asset is recoverable. If it is determined that the asset is not recoverable, the Company measures the impairment based on the projected discounted cash flows of the asset over its remaining life. While the Company believes that its estimates of future cash flows are reasonable, different assumptions regarding such cash flows could materially affect these evaluations. In 2001, the FASB issued Statement No. 142, "Goodwill and Other Intangible Assets," which among other things, eliminates the amortization of goodwill and certain other intangible assets and requires that goodwill be evaluated annually for impairment by applying a fair value-based test. The Company adopted the standard effective January 1, 2002 for acquisitions prior to June 30, 2001, and, in accordance with the standard, will complete its first fair value-based impairment tests by June 30, 2002.

#### Deferred Tax Assets

The Company estimates levels of future taxable income and utilizes prudent and feasible tax planning strategies in establishing and maintaining deferred tax assets (see Note 7 of Notes to Consolidated Financial Statements). If the Company is unable to realize all or part of its deferred tax assets in the future, the Company's effective tax rate could increase.

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#### CERTAIN FACTORS AFFECTING FORWARD LOOKING STATEMENTS

The management's discussion and analysis, and other portions of this Form 10-K, include "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and the Securities Exchange Act of 1934. These forward-looking statements may include, among others, statements concerning the Company's outlook for 2002, 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, and other statements relative to future plans and strategies. These statements are based on a number of assumptions that are inherently subject to significant uncertainties, many of which are beyond Equifax's control.

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 economies within which the Company conducts business, particularly in the U.S., such that consumer spending and related consumer debt are impacted; a decline or change in the marketing techniques of credit card issuers; unexpected pricing pressures above and beyond the levels experienced in the past; U.S. and international regulatory or legislative changes which may adversely affect the businesses conducted by the Company; successful integration of acquisitions; risks associated with investments and operations in foreign countries, including regulatory environments, exchange rate fluctuations, and local political, social and economic factors; successful development and marketing of new products and services to existing and new industries; protection and validity of patent and other intellectual property rights; successful incorporation of technological change; control and reduction of cost and expense; interest rate fluctuations; changes in U.S. and global financial and equity markets, including market disruptions and significant interest rate fluctuations, which may impede the Company's access to, or increase the cost of, external financing; increased competitive pressures both domestically and internationally; and other risks or unforeseen factors including those described below.

We depend on our customers' requirements for consumer credit information. If these requirements decrease, our business might be adversely affected.

Our core product is our consumer credit reports. In general, the usage of credit reports and related services is driven by consumer demand for credit via new credit cards, automobile loans, home mortgages and refinancings and other consumer loans and lenders' efforts to develop new, and monitor existing, credit relationships. Consumer demand for credit tends to increase during periods of economic expansion. On the other hand, lenders' efforts to monitor existing credit relationships tend to increase during periods of economic contraction. Consequently, revenue from consumer credit information products is influenced by cyclical economic trends related to consumer spending and debt.

We rely on demand for consumer information services. Our business might be negatively affected by a decline in demand.

We provide value-added consumer information services including direct marketing products and services to our traditional customers, as well as to catalog, publishing, high-tech, travel and manufacturing clients. Direct marketing products also include data capture, database management, and registration card programs for consumer durable goods manufacturers. In the event that consumers

begin to buy fewer of the types of products and services that have in the past been marketed and sold through direct marketing, or if direct marketing loses effectiveness in comparison to other methods of advertising, use of our direct marketing products and services could lessen and, consequently, our revenues and profits could decline.

We rely on external data sources. Loss of access to credit and other data from external sources could negatively impact our business.

We rely extensively upon data from external sources to maintain our proprietary and non-proprietary databases, including data received from customers and various government and public record services. The continued availability of such data sources cannot be assured. Although we have no reason to believe that access to current data sources will become restricted, loss of access to, or the availability of, data in the future due to government regulation or otherwise could have a material adverse effect on our business, financial condition and results of operations.

Changes in government regulation could increase our costs or otherwise affect our profits.

Our business involves collection of consumer and business data and distribution of such information to businesses making credit and marketing decisions. Consequently, certain of our activities and services are subject to regulation under various federal laws, including the Fair Credit Reporting Act and the Gramm-Leach-Bliley Act, as well as similar state laws. We are also subject to privacy and consumer credit laws and regulations in foreign countries where we do business.

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We have no reason to believe that additional regulations will be imposed that will have a material adverse effect on our business. However, further federal, state and local data use regulations may affect our operations with increased compliance requirements and potential loss of revenue or decrease in profits.

Competition could hurt our business.

Equifax operates in a number of geographic, product and service markets, which are highly competitive. We primarily compete with two global consumer credit reporting companies, Experian Information Solutions, Inc. and Trans Union LLC, which offer credit reporting products that are similar to those we offer. We also compete with these and other companies that offer marketing information products and services, including Acxiom Corporation and InfoUSA, Inc.

In each of our markets, we compete on the basis of responsiveness to customer needs as well as the quality and range of products and services offered. Although we believe that we offer a broader range of products and services in more geographic markets than our competitors, we face strong competition in certain geographic, product and service markets which, if successful, may have adverse effects on our operations.

The above factors that may affect future performance and the accuracy of forward-looking statements are illustrative and by no means exhaustive. All forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

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#### ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The Company is exposed to market risk, primarily from changes in foreign currency exchange rates and changes in interest rates.

In the normal course of business, the balance sheets and results of operations of the Company's foreign subsidiaries can be impacted by changes in foreign currency exchange rates. The Company's position is to not hedge translational foreign currency exchange risks. However, the Company does hedge material transactional foreign currency exchange risks, and at December 31, 2001, the exchange risks associated with the Company's intercompany advances to its U.K. operations, as well as the intercompany balances associated with funding its Italy acquisition were hedged by having a portion of the borrowings under its revolving credit facility denominated in those respective currencies.

The Company manages its exposure to changes in interest rates by (1) maintaining an appropriate weighted average debt maturity and (2) controlling the mix of fixed and variable rate debt, in part by using interest rate swap agreements. The Company's earnings can be affected by the impact that changes in interest rates have on its variable-rate obligations. At December 31, 2001, approximately \$358 million (47%) of the Company's short-term and long-term debt was in variable-rate facilities. At this level, if market interest rates increased 1%, interest expense would increase approximately \$3.6 million per year (pre-tax).

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

## Index to Financial Statements

Consolidated Statements of Income for each of the three years ended December 31, 2001	18
Consolidated Statements of Cash Flows for each of the three years ended December 31, 2001	19
Consolidated Balance Sheets at December 31, 2001 and 2000	20
Consolidated Statements of Shareholders' Equity and Comprehensive Income for each of the three years ended December 31, 2001	21
Notes to Consolidated Financial Statements	22
Report of Independent Public Accountants	38

EQUIFAX INC.  
CONSOLIDATED STATEMENTS OF INCOME

<TABLE>  
<CAPTION>

(In millions, except per share amounts)

Year Ended December 31	2001	2000	1999
<S>	<C>	<C>	<C>
Operating revenue	\$1,139.0	\$1,189.2	\$1,092.7
Costs and expenses:			
Costs of services	488.7	562.3	559.9
Selling, general and administrative expenses	336.1	318.3	246.5
Restructuring and other charges (Note 5)	60.4	-	-
Total costs and expenses	885.2	880.6	806.4
Operating income	253.8	308.6	286.3
Other income (expense), net	(1.2)	3.7	10.8
Interest expense	(47.8)	(55.8)	(42.2)
Minority interests in earnings	(2.2)	(7.1)	(7.3)
Income from continuing operations before income taxes	202.6	249.4	247.6
Provision for income taxes	(85.3)	(108.3)	(99.9)
Income from continuing operations	117.3	141.1	147.7
Discontinued operations (Note 2):			
Income from discontinued operations, net of income taxes of \$21.4, \$49.1, and \$50.2, respectively	33.6	86.9	68.2
Costs associated with effecting the spin-off, net of income tax benefit of \$8.1	(28.4)	-	-
Total discontinued operations	5.2	86.9	68.2
Net income	\$ 122.5	\$ 228.0	\$ 215.9
Per common share (basic):			
Income from continuing operations	\$ 0.86	\$ 1.05	\$ 1.07
Discontinued operations	0.04	0.65	0.50
Net income	\$ 0.90	\$ 1.70	\$ 1.57
Shares used in computing basic earnings per share	136.8	134.4	137.5
Per common share (diluted):			
Income from continuing operations	\$ 0.84	\$ 1.04	\$ 1.06
Discontinued operations	0.04	0.64	0.49
Net income	\$ 0.88	\$ 1.68	\$ 1.55
Shares used in computing diluted earnings per share	139.0	136.0	139.6

Dividends per common share	=====	=====	=====
	\$ 0.225	\$ 0.370	\$ 0.363
	=====	=====	=====

</TABLE>

See notes to consolidated financial statements.

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EQUIFAX INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>  
<CAPTION>

(In millions)

Year Ended December 31	2001	2000	1999
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$ 122.5	\$ 228.0	\$ 215.9
Adjustments to reconcile net income to net cash provided by operating activities of continuing operations:			
Income from discontinued operations	(33.6)	(86.9)	(68.2)
Costs associated with effecting the spin-off	28.4	-	-
Depreciation and amortization	106.2	106.2	89.6
Restructuring and other charges	60.4	-	-
Income tax benefit from stock plans	4.5	5.6	2.0
Loss (gain) from sale of businesses	5.8	4.2	(4.1)
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable, net	16.1	(33.4)	(5.4)
Current liabilities, excluding debt	(31.3)	(7.3)	(22.2)
Other current assets	(0.6)	(13.0)	5.0
Deferred income taxes	8.2	19.6	18.2
Other long-term liabilities, excluding debt	(17.4)	(13.0)	(5.4)
Other assets	(14.1)	(17.2)	(36.8)
Cash provided by operating activities	255.1	192.8	188.6
Investing activities:			
Additions to property and equipment	(13.0)	(26.0)	(29.6)
Additions to other assets, net	(34.1)	(45.9)	(41.1)
Acquisitions, net of cash acquired	(43.5)	(336.6)	(24.2)
Investments in unconsolidated affiliates	(25.2)	(10.2)	-
Proceeds from sale of businesses	5.4	149.2	8.1
Proceeds from sale of assets	7.0	8.3	-
Deferred payments on prior year acquisitions	(3.1)	(1.8)	-
Cash used by investing activities	(106.5)	(263.0)	(86.8)
Financing activities:			
Net short-term borrowings	9.3	(21.0)	33.1
Additions to long-term debt	-	73.0	70.2
Payments on long-term debt	(298.9)	(3.3)	(5.4)
Treasury stock purchases	(42.3)	(6.5)	(210.2)
Dividends paid	(32.3)	(52.3)	(52.0)
Proceeds from exercise of stock options	36.4	23.2	7.0
Other	2.3	3.3	3.1
Cash (used) provided by financing activities	(325.5)	16.4	(154.2)
Effect of foreign currency exchange rates on cash	(5.6)	(5.3)	(7.2)
Cash provided by discontinued operations	156.1	15.7	94.8
(Decrease) increase in cash and cash equivalents	(26.4)	(43.4)	35.2
Cash and cash equivalents, beginning of year	59.6	103.0	67.8
Cash and cash equivalents, end of year	\$ 33.2	\$ 59.6	\$ 103.0

</TABLE>

See notes to consolidated financial statements.

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<TABLE>  
<CAPTION>



EQUIFAX INC.  
CONSOLIDATED BALANCE SHEETS

(In millions, except par values)

December 31	2001	2000
<S>	<C>	<C>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 33.2	\$ 59.6
Trade accounts receivable, net of allowance for doubtful accounts of \$14.0 in 2001 and \$16.5 in 2000	197.0	226.0
Other receivables	69.2	66.2
Deferred income tax assets	26.4	18.4
Other current assets	32.2	33.6
Total current assets	358.0	403.8
Property and Equipment:		
Land, buildings and improvements	32.3	31.0
Data processing equipment and furniture	134.9	150.5
	167.2	181.5
Less accumulated depreciation	112.0	115.5
	55.2	66.0
Goodwill	516.5	557.0
Purchased Data Files	207.0	209.4
Other Assets	285.9	329.1
Net Assets of Discontinued Operations	-	327.8
	\$1,422.6	\$1,893.1
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current Liabilities:		
Short-term debt and current maturities	\$ 62.0	\$ 54.2
Accounts payable	13.2	16.8
Accrued salaries and bonuses	26.5	24.5
Income taxes payable	4.0	16.4
Other current liabilities	170.2	155.2
Total current liabilities	275.9	267.1
Long-Term Debt	693.6	993.4
Deferred Revenue	17.2	32.9
Deferred Income Tax Liabilities	88.6	80.1
Other Long-Term Liabilities	103.8	136.0
Total liabilities	1,179.1	1,509.5
Commitments and Contingencies (Note 10)		
Shareholders' Equity:		
Preferred stock, \$0.01 par value: Authorized - 10.0; Issued - none	-	-
Common stock, \$1.25 par value:		
Authorized shares - 300.0		
Issued shares - 178.4 in 2001 and 176.0 in 2000		
Outstanding shares - 136.2 in 2001 and 135.8 in 2000	223.0	220.0
Paid-in capital	376.7	336.5
Retained earnings	758.8	902.5
Accumulated other comprehensive income	(197.2)	(206.1)
Treasury stock, at cost, 35.2 shares in 2001 and 33.1 shares in 2000 (Note 8)	(828.0)	(779.0)
Stock held by employee benefits trusts, at cost, 7.0 shares in 2001 and 7.1 shares in 2000 (Note 8)	(89.8)	(90.3)
Total shareholders' equity	243.5	383.6
	\$1,422.6	\$1,893.1

</TABLE>

See notes to consolidated financial statements.

<TABLE>  
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Stock Held	Total						Other	By
Employee	Share-	Shares	Paid-In	Retained	Comprehensive	Treasury		
Benefits	holders'	Outstanding	Amount	Capital	Earnings	Income	Stock	
(In millions)	Equity							
Trusts								
<S>		<C>	<C>	<C>	<C>	<C>	<C>	
<C>								
Balance, December 31, 1998		140.0	\$ 217.2	\$ 286.5	\$562.9	\$ (35.1)	\$ (606.1)	\$
(59.0)	\$ 366.4							
Net income		-	-	-	215.9	-	-	
- 215.9								
Other comprehensive income		-	-	-	-	(126.9)	-	
- (126.9)								
Shares issued under stock plans		0.6	0.6	6.9	-	-	0.1	
0.6 8.2								
Shares contributed to U.S. retirement plan		0.3	-	7.0	-	-	-	
3.0 10.0								
Treasury stock purchased		(6.9)	-	-	-	-	(210.2)	
- (210.2)								
Cash dividends		-	-	-	(52.0)	-	-	
- (52.0)								
Income tax benefit from stock plans		-	-	2.1	-	-	-	
- 2.1								
Dividends from employee benefits trusts		-	-	2.0	-	-	-	
- 2.0								
Balance, December 31, 1999		134.0	217.8	304.5	726.8	(162.0)	(816.2)	
(55.4)	215.5							
Net income		-	-	-	228.0	-	-	
- 228.0								
Other comprehensive income		-	-	-	-	(44.1)	-	
- (44.1)								
Shares issued under stock plans		1.8	2.2	21.1	-	-	0.4	
0.4 24.1								
Treasury stock purchased		(0.3)	-	-	-	-	(6.5)	
- (6.5)								
Treasury stock reissued for acquisitions		0.3	-	2.6	-	-	8.0	
- 10.6								
Cost of treasury stock transferred to employee benefits trust		-	-	-	-	-	35.3	
(35.3)								
Cash dividends		-	-	-	(52.3)	-	-	
- (52.3)								
Income tax benefit from stock plans		-	-	5.6	-	-	-	
- 5.6								
Dividends from employee benefits trusts		-	-	2.7	-	-	-	
- 2.7								
Balance, December 31, 2000		135.8	220.0	336.5	902.5	(206.1)	(779.0)	
(90.3)	383.6							
Net income		-	-	-	122.5	-	-	
- 122.5								
Other comprehensive income		-	-	-	-	(67.3)	-	
- (67.3)								
Shares issued under stock plans		2.5	3.0	33.7	-	-	0.5	
0.5 37.7								
Treasury stock purchased		(2.1)	-	-	-	-	(49.5)	
- (49.5)								
Cash dividends		-	-	-	(32.3)	-	-	
- (32.3)								
Spin-off of Certegy Inc.		-	-	-	(233.9)	76.2	-	
- (157.7)								
Income tax benefit from stock plans		-	-	4.9	-	-	-	
- 4.9								
Dividends from employee benefits trusts		-	-	1.6	-	-	-	
- 1.6								
Balance, December 31, 2001		136.2	\$ 223.0	\$ 376.7	\$ 758.8	\$ (197.2)	\$ (828.0)	\$
(89.8)	\$ 243.5							

<CAPTION>

Accumulated Other Comprehensive Income consists of the following components at December 31:

	2001	2000	1999	1998
<S>	<C>	<C>	<C>	<C>
Foreign currency translation	\$(191.8)	\$(202.8)	\$(157.3)	\$(29.0)
Minimum liability under supplemental retirement plan	(4.6)	(3.3)	(4.7)	(6.1)
Cash flow hedging transactions	(0.8)	-	-	-
	\$(197.2)	\$(206.1)	\$(162.0)	\$(35.1)

</TABLE>

Comprehensive Income is as follows:

	2001	2000	1999
Net income	\$ 122.5	\$ 228.0	\$ 215.9
Other comprehensive income:			
Foreign currency translation adjustment	(65.2)	(45.5)	(128.3)
Adjustment for minimum liability under supplemental retirement plan	(1.3)	1.4	1.4
Change in cumulative loss from cash flow hedging transactions	(0.8)	-	-
	\$ 55.2	\$ 183.9	\$ 89.0

See notes to consolidated financial statements.

## 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 have been restated to reflect the spin-off of Certegy Inc. (Note 2).

**Nature of Operations** The Company principally provides information services to businesses to help them grant credit and market to their customers (see Note 12 for segment information). The primary markets include retailers, banks and other financial institutions, the transportation, telecommunications, utility, and manufacturing industries, as well as consumers and government. The Company's operations are predominantly located within the United States, with foreign operations principally located in Canada, the United Kingdom, and Brazil.

**Use of Estimates** The preparation of financial statements in conformity with accounting principles generally accepted in the United States 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 and Deferred Revenue** Revenues from the delivery of consumer and commercial credit information and related products and services are recognized at the time of delivery based on a fixed unit price or, in the case of subscription contracts, which provide credit reports or products to customers for a specified period of time, revenues are recognized over the subscription term. Revenues from credit marketing services are based on the number of records sold and are recognized as data is delivered and accepted by the customer.

Revenues from direct marketing products and services are based on the number of records processed or delivered and are recognized when products are delivered or services are performed. The Company also licenses its direct marketing data to customers and recognizes revenues when the data is delivered. For arrangements that include ongoing data updates and other significant obligations throughout the license term, revenues are recognized over the license term.

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, 2001 and 2000, totaled \$21.8 million and \$32.2 million, respectively. In 1996, the Company received a one-time payment of \$58 million related to a lottery subcontract and recognized \$5.4 million in revenue. The remaining balance is being recognized as revenue over the term of the contract, with \$9.6 million per year recognized in 1997 through 2001. The unrecognized balance at December 31, 2001, totaled \$4.4 million. In conjunction with the divestiture of the Company's U.S. risk management and Canadian risk management businesses in October 2000 (Note 4), certain of the proceeds received related to contracts to provide credit information products and services to the buyers over the next five to six years and were recorded in current and long-term deferred revenue. At December 31, 2001, \$19.0 million remained unrecognized, with \$14.7 million included in long-term deferred revenue in the accompanying consolidated balance sheets. This deferred revenue will be recognized as the contracted products and services are provided.

**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 millions)	2001	2000	1999
-----			
Weighted average shares outstanding (basic)	136.8	134.4	137.5
Effect of dilutive securities:			
Stock options	2.1	1.4	1.9
Long-term incentive plans	0.1	0.2	0.2
-----			
Weighted average shares outstanding (diluted)	139.0	136.0	139.6
=====			

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**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 other fixed assets.

**Goodwill** Goodwill is amortized on a straight-line basis predominantly over periods from 20 to 40 years. Amortization expense was \$25.4 million in 2001, \$24.4 million in 2000, and \$19.7 million in 1999. As of December 31, 2001 and 2000, accumulated amortization balances were \$94.5 million and \$75.8 million, respectively.

In 2001, the FASB issued Statement No. 141, "Business Combinations" (SFAS 141) and Statement No. 142, "Goodwill and Other Intangible Assets" (SFAS 142). SFAS 141 eliminates pooling-of-interests accounting and requires all business combinations initiated after June 30, 2001 to be accounted for using the purchase method. SFAS 142 eliminates the amortization of goodwill and certain other intangible assets and requires that goodwill be evaluated for impairment by applying a fair value-based test. The Company adopted the standard effective June 30, 2001 for all subsequent acquisitions, and adopted the standard effective January 1, 2002 for all acquisitions that occurred prior to June 30, 2001. The Company expects to complete its first fair value-based impairment tests by June 30, 2002.

**Purchased Data Files** Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$21.8 million in 2001, \$20.2 million in 2000, and \$17.6 million in 1999. As of December 31, 2001 and 2000, accumulated amortization balances were \$136.6 million and \$118.0 million, respectively.

**Other Assets** Other assets at December 31, 2001 and 2000 consist of the following:

(In millions)	2001	2000
-----		
Systems development and other deferred costs	\$81.5	\$86.3
Purchased software	28.6	49.3
Prepaid pension cost	97.3	98.2
Risk management purchased paper (Note 4)	31.2	59.1
Investments in unconsolidated companies	26.3	12.4
Other	21.0	23.8

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 \$38.7 million in 2001, \$36.7 million in 2000, and \$27.9 million in 1999. As of December 31, 2001 and 2000, accumulated amortization balances were \$117.6 million and \$121.5 million, respectively. The Company has entered into several strategic investments in privately held companies totaling \$26.3 million and \$12.4 million at December 31, 2001 and 2000, respectively. These investments are accounted for under either the cost method or the equity method, depending on the level of influence the Company has over the investment entity. The Company regularly reviews these investments for impairment issues, and in the fourth quarter 2001, the Company wrote off investments totaling \$6.9 million (Note 5). The Company believes that these investments are appropriately valued at December 31, 2001.

**Long-Lived Assets** Long-lived assets include property and equipment, goodwill, purchased data files, and other assets. The Company regularly evaluates whether events and circumstances have occurred which indicate that the carrying amount of long-lived assets may warrant revision or may not be recoverable. When factors indicate that long-lived assets 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 asset in measuring whether the asset is recoverable.

**Foreign Currency Translation** The functional currency of the Company's foreign subsidiaries are those subsidiaries' local currencies. 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. Gains and losses resulting from the translation of 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 millions)	2001	2000	1999
Income taxes, net of amounts refunded	\$78.4	\$81.7	\$93.7
Interest	49.7	56.0	41.6

In 2001, 2000, and 1999, the Company acquired various businesses that were accounted for as purchases (Note 3). In conjunction with these transactions, liabilities were recorded as follows:

(In millions)	2001	2000	1999
Fair value of assets acquired	\$50.4	\$368.2	\$24.8
Cash paid for acquisitions	44.4	334.8	22.2
Value of treasury stock reissued for acquisitions	--	10.6	--
Liabilities recorded	\$ 6.0	\$ 22.8	\$ 2.6

**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, 2001, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$686.7 million compared to its carrying value of \$693.6 million.

**Derivative Instruments and Hedging Activities** Effective January 1, 2001, the Company adopted FASB Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS 133). SFAS 133 requires that a company recognize derivatives as assets or liabilities on its balance sheet, and also requires that the gain or loss related to the effective portion of derivatives designated as cash flow hedges be recorded as a component of other comprehensive income.

At December 31, 2001, the Company has an interest rate swap agreement in effect

that fixes the interest rate for one of its variable rate obligations through its duration in 2010. This derivative has been designated as a cash flow hedge, was documented as fully effective, and at December 31, 2001, was valued as a liability totaling \$1.4 million. This liability is included with other current liabilities in the accompanying consolidated balance sheets, and the related loss was recorded, net of income tax, as a component of accumulated other comprehensive loss.

At December 31, 2001, the Company also has interest rate swap agreements in place to float the interest rate on \$200 million of its fixed rate senior notes through their maturity date in 2005. These derivatives have been designated as fair value hedges and are fully effective. The value of these swaps was \$1.7 million at December 31, 2001, and was recorded as an asset along with a corresponding increase in long-term debt.

## 2. DISCONTINUED OPERATIONS

On July 7, 2001, the Company completed the spin-off of its Payment Services business segment (Certegy Inc. or Certegy) through a tax free dividend of all of its Certegy stock to Equifax shareholders. Shareholders received a dividend of one share of Certegy stock for each two shares of Equifax stock owned. This non-cash dividend totaled \$233.9 million. Also in connection with the spin-off, the Company reduced debt by \$275 million in July 2001 following Certegy's cash dividend of that amount to the Company.

As a result of the spin-off, the Company's financial statements have been prepared with Certegy's net assets, results of operations, and cash flows isolated and shown as "discontinued operations." All historical statements have been restated to conform with this presentation. Also as a result of the spin-off, during the second quarter of 2001 the Company recorded an expense of \$36.5 million (\$28.4 million after tax, or \$0.21 per share) to accrue the costs associated with effecting the spin-off. These costs include fees for investment bankers, legal and accounting services, duplicate software licenses, and various other directly related expenses. This expense has been included as a component of discontinued operations in the accompanying statements of income and cash flows. In 2001, charges to this reserve totaled \$33.5 million, and the remaining reserve of \$3.0 million at December 31, 2001 is included in other current liabilities in the accompanying consolidated balance sheets.

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Summarized financial information for the discontinued operation is as follows:

(In millions)	2001	2000	1999
Revenue	\$398.3	\$776.7	\$680.0
Income before income taxes	56.0	137.1	118.3
Net Income	33.6	86.9	68.2

(In millions)	December 31, 2000
Current assets	\$201.2
Total assets	504.4
Current liabilities	159.1
Total liabilities	176.6
Net assets of discontinued operations	327.8

## 3. ACQUISITIONS

In 2001, the Company acquired the credit files of five affiliated credit reporting agencies located in the United States and 13 agencies in Canada, as well as an information services business in Uruguay. These acquisitions were accounted for as purchases and had a total purchase price of \$48.9 million. They were acquired for cash of \$44.4 million and notes payable of \$4.5 million. They resulted in \$20.5 million of goodwill and \$27.2 million of purchased data files. Their results of operations have been included in the consolidated statements of income from their respective dates of acquisition and were not material. During the first quarter of 2002, the Company expects to complete the purchase of the remaining 20% of its 80% owned information services company in Brazil. The purchase price is currently estimated to be approximately \$36 million.

During 2000, the Company acquired or increased its ownership in the following businesses:

<TABLE>  
<CAPTION>

Business	Month Acquired	Industry Segment	Percentage Ownership
<S>	<C>	<C>	<C>
Organizacion Veraz S.A. (Argentina)	December	Latin America	79.5% 1
SEK S.r.l. and AIF Gruppo Securitas S.r.l. (Italy)	November	Europe	100.0%

Compliance Data Center, Inc.	October	North America	100.0%
Consumer Information Solutions (CIS) Group of R.L. Polk & Co.	May	North America	100.0%
Propago, S.A. (Chile)	January	Latin America	100.0%

</TABLE>

1 Increased to 79.5% from 66.7% acquired in 1997 and 1994

In 2000, in addition to the businesses above, the Company acquired the credit files of 12 credit affiliates located in the United States and 14 affiliates in Canada. All of the 2000 acquisitions were accounted for as purchases and had an aggregate purchase price of \$348.4 million, with \$218.1 million allocated to goodwill and \$78.8 million allocated to purchased data files. They were purchased with a combination of cash totaling \$334.8 million, the re-issuance of treasury stock with a fair market value of \$10.6 million, and notes payable of \$3.0 million. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material.

In 1999, the Company acquired the credit files of 14 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 \$24.2 million, with \$7.5 million allocated to goodwill and \$16.0 million 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.

#### 4. DIVESTITURES

In October 2001, the Company sold its City Directory business which had been acquired from R.L. Polk & Co. in May 2000. The resulting pre-tax loss of \$5.8 million (\$4.9 million after tax, or \$0.035 per share) was recorded in the consolidated statement of income as a charge to other income in September 2001.

In October 2000, the Company sold its risk management businesses located in the U.S., Canada, and the U.K., and in December 2000, sold its vehicle information business in the U.K., as well as a direct marketing business in Canada that was a small component of the CIS group acquired earlier in the year from R.L. Polk & Co. Proceeds from these sales included cash of \$149.2 million (net of cash sold) and a \$41 million note receivable from one of the buyers, and resulted in a pre-tax loss of \$4.2 million recorded in other income. Approximately \$25.5 million of the proceeds received in the U.S. and Canadian risk management sales related to exclusive contracts to

provide the buyers with credit information products and services over several years, and was recorded in current and long-term deferred revenue. In conjunction with the U.S. risk management sale, the Company guaranteed approximately \$60 million of the buyer's third-party acquisition financing which related to a portfolio of purchased paper. Since this purchased paper financing was entirely guaranteed by the Company, the amount guaranteed has been recorded in other assets and other long-term liabilities in the accompanying consolidated balance sheets. These corresponding asset and liability balances will be reduced as the buyer makes principal payments on their loan and the Company's guarantee is reduced. The balances totaled \$59.1 million at December 31, 2000, and \$31.2 million at December 31, 2001.

In June 1999, the Company sold three risk management offices located in the U.S. Proceeds from these sales totaled \$8.1 million and resulted in a gain of \$4.1 million recorded in other income (\$1.7 million after tax, or \$.01 per share).

#### 5. RESTRUCTURING AND OTHER CHARGES

In the fourth quarter of 2001, the Company recorded restructuring and other charges (discussed below) of \$60.4 million (\$35.3 million after tax, or \$0.25 per share).

The Company implemented a restructuring plan to align the Company's cost structure with changing market conditions, reduce expenses and improve efficiencies, particularly in international operations. The plan includes headcount reductions of approximately 700 employees, primarily located in the Company's international operations. The restructuring charge totaled \$37.2 million, and consists of severance costs associated with headcount reductions and other related costs, including reserves to reflect the Company's estimated exposure on facilities to be vacated or consolidated. In 2001, charges to the restructuring reserve totaled \$8.8 million, and the remaining reserve of \$28.4 million at December 31, 2001 is included in other current liabilities in the accompanying consolidated balance sheets. The majority of the remaining severance and related charges are expected to be incurred in 2002, with charges related to real estate rental obligations being incurred over the next several years.

Due to changes in market conditions and the Company's technology strategy, the Company recorded an impairment charge of \$23.2 million to write down certain technology investments, including \$6.9 million of investments in several third party technology companies.

#### 6. LONG-TERM DEBT AND SHORT-TERM BORROWINGS

Long-term debt at December 31, 2001 and 2000 was as follows:

(In millions)	2001	2000
Senior Notes, 6.5%, due 2003, net of unamortized discount of \$0.2 million in 2001 and \$0.3 million in 2000	\$199.8	\$199.7
Senior Notes, 6.3%, due 2005, net of unamortized discount of \$0.6 million in 2001 and \$0.8 million in 2000	249.4	249.2
Senior Debentures, 6.9%, due 2028, net of unamortized discount of \$1.3 million in 2001 and \$1.4 million in 2000	148.7	148.6
Borrowings under revolving credit facilities, weighted average rate of 3.0% at December 31, 2001	90.9	390.5
Other	8.7	8.1
	697.5	996.1
Less current maturities	3.9	2.7
	\$693.6	\$993.4

</TABLE>

In October 2001, the Company replaced its \$750 million revolving credit facility with a new, committed \$465 million revolving credit facility with a group of commercial and investment banks. The new facility is composed of a \$160 million, 364-day portion and a \$305 million, multi-year portion. The multi-year portion expires in October 2004. The agreement provides for borrowings tied to Base Rate, LIBOR and competitive bid interest rate options and contains certain financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. At December 31, 2001, \$27.5 million of the revolving credit facility's outstanding balance was denominated in foreign currencies. Portions of these foreign denominated obligations are used to hedge the impacts of foreign exchange rate fluctuations related to inter-company advances between the Company and several of its foreign subsidiaries.

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Scheduled maturities of long-term debt during the five years subsequent to December 31, 2001, are as follows:

(In millions)	Amount
2002	\$ 3.9
2003	201.1
2004	92.4
2005	251.2
2006	0.1

The Company's short-term borrowings at December 31, 2001 and 2000, totaled \$58.1 million and \$51.5 million, respectively, and consisted primarily of notes payable to banks. These notes had a weighted average interest rate of 3.30% at December 31, 2001 and 6.25% at December 31, 2000. In October 2001, a Canadian subsidiary of the Company entered into a C\$100 million loan, renewable annually, with a bank. 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. Borrowings under this loan (which are included in the short-term borrowings totals above) at December 31, 2001 and 2000 were C\$76.0 million and C\$69.0 million, respectively.

#### 7. 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 millions)	2001	2000	1999
Current:			
Federal	\$65.7	\$60.6	\$58.6



State	8.4	2.9	8.9
Foreign	5.7	25.6	16.8
-----			
	79.8	89.1	84.3
-----			
Deferred:			
Federal	5.7	10.8	6.5
State	(2.5)	2.2	1.7
Foreign	2.3	6.2	7.4
-----			
	5.5	19.2	15.6
-----			
	\$85.3	\$108.3	\$99.9
=====			

The provision for income taxes from continuing operations is based on income from continuing operations before income taxes, as follows:

(In millions)	2001	2000	1999
-----			
United States	\$197.6	\$216.3	\$211.7
Foreign	5.0	33.1	35.9
-----			
	\$202.6	\$249.4	\$247.6
=====			

The provision for income taxes from continuing operations is reconciled with the federal statutory rate, as follows:

<TABLE>			
<CAPTION>			
(In millions)	2001	2000	1999
-----			
<S>	<C>	<C>	<C>
Federal statutory rate	35.0%	35.0%	35.0%
-----			
Provision computed at federal statutory rate	\$70.9	\$ 87.3	\$86.7
State and local taxes, net of federal tax benefit	3.8	3.3	6.9
Nondeductible goodwill (including amounts related to divestitures)	6.7	8.8	4.4
Foreign	1.3	4.0	2.1
Other	2.6	4.9	(0.2)
-----			
	\$85.3	\$108.3	\$99.9
=====			

</TABLE>

27

Components of the Company's deferred income tax assets and liabilities at December 31, 2001 and 2000 are as follows:

(In millions)	2001	2000
-----		
Deferred income tax assets:		
Reserves and accrued expenses	\$ 30.0	\$ 15.5
Postretirement benefits	10.0	9.7
Employee compensation programs	9.9	13.5
Deferred revenue	4.7	9.9
Net operating loss carryforwards of subsidiaries	1.3	1.4
Foreign tax credit carryforwards	28.5	26.6
Other	4.6	8.0
-----		
	89.0	84.6
=====		
Deferred income tax liabilities:		
Data files and other assets	(54.4)	(60.6)
Depreciation	(0.5)	(2.0)
Pension expense	(40.8)	(38.3)
Undistributed earnings of foreign subsidiaries	(36.3)	(33.6)
Other	(19.2)	(11.8)
-----		
	(151.2)	(146.3)
-----		
Net deferred income tax liability	\$ (62.2)	\$ (61.7)
=====		

The Company's deferred income tax assets and liabilities at December 31, 2001 and 2000, are included in the accompanying consolidated balance sheets as follows:

(In millions)	2001	2000
-----		

Deferred income tax assets	\$ 26.4	\$ 18.4
Deferred income tax liabilities	(88.6)	(80.1)
-----		
Net deferred income tax liability	\$(62.2)	\$(61.7)
=====		

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$38.8 million at December 31, 2001. 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 \$1.9 million of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

#### 8. 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 to represent shareholders' interests fully. Pursuant to the Rights Plan, the Board 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.

**Treasury Stock and Employee Benefits Trusts** During 2001, 2000, and 1999, the Company repurchased 2.15 million, 0.3 million, and 6.9 million of its own common shares through open market transactions at an aggregate investment of \$49.5 million, \$6.5 million, and \$210.2 million, respectively. At December 31, 2001, approximately \$45 million remained available for future purchases, and at its February 2002 meeting, the Company's Board of Directors authorized an additional \$250 million for share repurchases. During 2000, the Company reissued 0.3 million treasury shares in connection with an acquisition (Note 3).

In 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs and transferred 6.2 million treasury shares to the Trust. In 1994 and 2000, the Company transferred 0.6 million and 1.5 million treasury shares, respectively, to two other employee benefits trusts. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. During 2001 and 2000, 48,593 shares and 39,830 shares, respectively, were used for various employee incentive programs. In 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.

**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. The Company's Board of Directors has also approved a nonqualified stock option plan that cannot be used to grant shares to directors or executive officers. All plans require that options be granted at exercise prices not less than market value on the date of grant. Generally, options vest over periods of up to four years 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, 2001, there were 5.5 million shares available for future option grants and restricted stock awards.

The number of options outstanding and their exercise prices were adjusted in July 2001 pursuant to a formula as a result of the spin-off of Certegy. The adjustment increased the number of options outstanding in 2001 by approximately 2.1 million shares. A summary of changes in outstanding options and the related weighted average exercise price per share is shown in the following table:

<TABLE>

<CAPTION>

	2001	2000	1999
	-----	-----	-----

(Shares in thousands)	Shares	Average Price	Shares	Average Price	Shares	Average Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, beginning of year	9,698	\$25.22	10,563	\$24.14	7,820	\$22.40
Adjustment due to spin-off	2,055	--	--	--	--	--
Granted (all at market price)	2,680	\$28.27	1,841	\$22.39	3,924	\$27.62
Canceled	(1,171)	\$22.25	(924)	\$28.75	(591)	\$34.42
Exercised	(2,353)	\$16.91	(1,782)	\$13.70	(590)	\$13.39
Balance, end of year	10,909	\$16.37	9,698	\$25.22	10,563	\$24.14

Exercisable at end of year	7,743	\$15.66	6,069	\$22.13	5,165	\$17.95
----------------------------	-------	---------	-------	---------	-------	---------

</TABLE>

29

The following table summarizes information about stock options outstanding at December 31, 2001 (shares in thousands):

<TABLE>  
<CAPTION>

	Options Outstanding			Options Exercisable	
	Shares	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Shares	
<S>	<C>	<C>	<C>	<C>	<C>
\$4.20 to \$13.62	3,656	5.9	\$11.41	3,134	
\$11.10	3,910	8.0	\$16.14	2,475	
\$15.88	3,026	6.1	\$21.43	1,844	
\$21.15	317	6.1	\$28.00	290	
\$28.16					
	10,909	6.7	\$16.37	7,743	

</TABLE>

The weighted-average grant-date fair value per share of options granted in 2001, 2000, and 1999 is as follows:

	2001	2000	1999
Grants (all at market price)	\$8.80	\$6.14	\$9.95

The fair value of options granted in 2001, 2000, and 1999 is estimated on the date of grant using the Black-Scholes option pricing model based on the following weighted average assumptions:

	2001	2000	1999
Dividend yield	0.5%	1.7%	1.4%
Expected volatility	41.0%	42.0%	42.4%
Risk-free interest rate	4.2%	6.5%	5.6%
Expected life in years	2.6	2.3	4.0

**Long-Term Incentive Plans** The Company has key management long-term incentive plans for certain key officers that provide for cash awards at the end of various length measurement periods based on the growth in earnings per share and/or various other criteria over the measurement period. For certain awards, the employee may elect to receive some or all of their distribution as an equity interest in the Company.

Expense for these plans can vary between years due to revisions of estimates of future distributions under the plans, which are based on the likelihood that the performance criteria will be met. The total expense under these plans was \$4.5 million in 2001, and credits to expense of \$3.1 million in 2000 and \$0.9 million

in 1999.

Pro Forma Information In accordance with the provisions of Statement of Financial Accounting Standards No. 123, "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 millions, except per share amounts):

	2001		2000		1999	
	Reported	Pro forma	Reported	Pro forma	Reported	Pro forma
Net income	\$122.5	\$102.6	\$228.0	\$211.9	\$215.9	\$201.0
Net income per share (basic)	\$0.90	\$0.75	\$1.70	\$1.58	\$1.57	\$1.46
Net income per share (diluted)	\$0.88	\$0.74	\$1.68	\$1.56	\$1.55	\$1.44

#### 9. 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 millions):

Change in benefit obligation	2001	2000
Benefit obligation at beginning of year	\$372.8	\$387.0
Service cost	4.8	4.5
Interest cost	28.4	29.0
Actuarial loss (gain)	44.7	(17.2)
Curtailments	(1.5)	(1.3)
Spin-off of Certegy	(27.3)	--
Benefits paid	(30.1)	(29.2)
Benefit obligation at end of year	\$391.8	\$372.8
Change in plan assets	2001	2000
Fair value of plan assets at beginning of year	\$513.1	\$500.6
Actual return on plan assets	(34.9)	41.7
Employer contribution	10.0	--
Spin-off of Certegy	(45.0)	--
Benefits paid	(30.1)	(29.2)
Fair value of plan assets at end of year	\$413.1	\$513.1
Funded status	\$ 21.3	\$140.3
Unrecognized actuarial loss (gain)	64.2	(54.9)
Unrecognized prior service cost	--	0.2
Prepaid pension cost	\$ 85.5	\$ 85.6

Assumptions used in accounting for the plan are as follows: 2001 2000

Discount rate	7.25%	8.00%
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:

(In millions)	2001	2000	1999
Service cost	\$ 4.8	\$ 4.5	\$ 5.1
Interest cost	28.3	29.0	27.6
Expected return on plan assets	(44.3)	(43.3)	(40.1)
Amortization of prior service cost	0.2	0.3	0.4
Recognized actuarial loss	--	--	0.4
Curtailment gain	--	(1.3)	(3.8)
Net pension income	\$(11.0)	\$(10.8)	\$(10.4)

The net pension income shown above includes income amounts allocated to discontinued operations of \$2.1 million in 2001, \$3.3 million in 2000 and \$3.4 million in 1999. The 2000 curtailment gain of \$1.3 million related to the sale of the U.S. risk management business (Note 4), and was included as a component of the loss on sale of businesses recorded in other income. The 1999 curtailment gain of \$3.8 million resulted from workforce reductions related to outsourcing certain administrative and data processing functions and the sale of three risk management offices.

At December 31, 2001, the plan's assets included 1.76 million shares of the Company's common stock with a market value of approximately \$42.6 million.

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**Foreign Retirement Plans** The Company maintains a defined benefit plan for most salaried employees in Canada. The aggregate fair market value of the Canadian plan assets approximates the plan's projected benefit obligation, which totaled \$23.6 million and \$24.9 million at December 31, 2001 and 2000, respectively. Prepaid pension cost for this plan was \$11.8 million and \$12.5 million at December 31, 2001 and 2000, 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 \$2.4 million in 2001, \$3.0 million in 2000, and \$3.1 million in 1999. The accrued liability for this plan at December 31, 2001 and 2000 was \$26.3 million and \$24.2 million, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

**Employee Retirement Savings Plans** 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. Employees may sell their Company stock, including shares contributed as the Company match, at any time. Expense for these plans was \$2.5 million in 2001, \$2.4 million in 2000, and \$3.4 million in 1999.

**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 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 \$1.5 million in 2001, \$0.1 million in 2000, and \$0.9 million in 1999. Expense in 2000 was reduced by a \$0.8 million curtailment gain related to the sale of the U.S. risk management business (Note 4). The curtailment gain was included as a component of the loss on sale of businesses recorded in other income. The accrued liability for these plans at December 31, 2001 and 2000, was \$21.4 million and \$24.0 million, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

#### 10. COMMITMENTS AND CONTINGENCIES

**Leases** The Company's operating leases involve principally office space and office equipment. Under the terms of its headquarters building operating lease, which commenced in 1999, the Company has guaranteed a portion of the residual value of the building at the end of the lease in 2010. The maximum exposure under the guarantee is approximately \$23 million.

Rental expense related to the Company's operating leases was \$23.8 million in 2001, \$28.4 in 2000, and \$28.4 million in 1999. Future minimum payment

obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 2001:

(In millions)	Amount
2002	\$ 16.3
2003	11.7
2004	9.2
2005	7.9
2006	7.8
Thereafter	76.7
	-----
	\$129.6
	=====

**Agreement with Computer Sciences Corporation** The Company has an agreement with Computer Sciences Corporation and certain of its affiliates (CSC) under which CSC-owned credit reporting agencies utilize the Company's computerized credit database services. CSC retains ownership of its credit files and the revenues generated by its 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 renewed by CSC 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. The option price is determined by appraisal.

**Data Processing and Outsourcing Services Agreements** The Company has separate agreements with IBM, PwCES LLC, Polk/Acxiom, Seisint Inc., and Xerox Connect, Inc. which outsource portions of its computer data processing operations and related functions and certain administrative functions. The agreements expire between 2003 and 2010. The aggregate contractual obligation remaining under these agreements is currently estimated to be approximately \$869 million as of December 31, 2001, with no future

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year expected to exceed \$150 million. However, these amounts 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 servicing 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 these agreements. However, some of 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 15 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, 2001, the maximum contingent liability under the agreements and plans was approximately \$20.1 million.

**Litigation** A number of lawsuits seeking damages are brought against the Company each year, primarily as a result of reports issued by the Company. Two lawsuits, 1600 Peachtree, L.L.C. v. Equifax Inc. and SouthTrust Bank, f/k/a South Trust Bank National Association v. Equifax Inc., allege breach of a guaranty agreement relating to the Company's prior headquarters building, and seek damages of approximately \$43 million, substantially all of which represents future rent contingencies. The Company contends that the guaranty is void.

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.

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#### 11. QUARTERLY FINANCIAL DATA (UNAUDITED)

Quarterly financial data for 2001 and 2000 are as follows (in millions, except per share amounts):

<TABLE>  
<CAPTION>

2001	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Operating revenue before divested operations	\$272.5	\$281.4	\$274.0	\$281.9
Divested operations	12.7	8.1	8.4	-
Operating revenue, as reported	\$285.2	\$289.5	\$282.4	\$281.9
Operating income before divested operations and restructuring and other charges	\$ 69.4	\$ 79.2	\$ 82.0	\$ 87.2
Divested operations	0.9	(3.0)	(1.4)	-
Restructuring and other charges	-	-	-	(60.4)
Operating income, as reported	\$ 70.3	\$ 76.2	\$ 80.5	\$ 26.8
Income from continuing operations	\$ 34.1	\$ 38.3	\$ 35.8	\$ 9.1
Net income	\$ 48.1	\$ 29.5	\$ 35.8	\$ 9.1
Per common share (basic):				
Income from continuing operations	\$ 0.25	\$ 0.28	\$ 0.26	\$ 0.07
Net income	\$ 0.35	\$ 0.22	\$ 0.26	\$ 0.07
Per common share (diluted):				
Income from continuing operations	\$ 0.24	\$ 0.28	\$ 0.26	\$ 0.07
Net income	\$ 0.35	\$ 0.21	\$ 0.26	\$ 0.07
2000	First	Second	Third	Fourth
Operating revenue before divested operations	\$230.9	\$258.2	\$270.1	\$268.0
Divested operations	42.9	47.3	53.8	17.9
Operating revenue, as reported	\$273.8	\$305.5	\$323.9	\$285.9
Operating income before divested operations	\$ 57.8	\$ 70.2	\$ 82.3	\$ 89.3
Divested operations	4.7	1.2	3.4	(0.3)
Operating income, as reported	\$ 62.5	\$ 71.4	\$ 85.7	\$ 89.0
Income from continuing operations	\$ 28.6	\$ 32.0	\$ 38.3	\$ 42.2
Net income	\$ 42.2	\$ 53.1	\$ 64.3	\$ 68.4
Per common share (basic):				
Income from continuing operations	\$ 0.21	\$ 0.24	\$ 0.29	\$ 0.31
Net income	\$ 0.32	\$ 0.40	\$ 0.48	\$ 0.51
Per common share (diluted):				
Income from continuing operations	\$ 0.21	\$ 0.24	\$ 0.28	\$ 0.31
Net income	\$ 0.31	\$ 0.39	\$ 0.47	\$ 0.50

</TABLE>

## 12. SEGMENT INFORMATION

The Company's operations are primarily organized in five reportable segments, with three segments based on credit and marketing related products within geographic regions (North America, Europe, and Latin America), and two segments based on other criteria (Other and Divested Operations). 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 (if any). Intersegment sales and transfers are not material.

In the fourth quarter of 2001, the Company changed its segment reporting structure to more closely match management's internal reporting of business operations by merging the previous Consumer Information Services segment into North American Information Services. The 2000 and 1999 segment data has been restated to conform with the current year presentation.

A description of segment products and services is as follows:

North American Information Services Consumer credit information; credit card marketing services; locate services; fraud detection and prevention services; mortgage loan origination information; analytics and consulting; commercial credit reporting in Canada; identity verification services; and consumer demographic and lifestyle information.

Equifax Europe Consumer and commercial credit information and marketing services, and credit scoring and modeling services.

Equifax Latin America Consumer and commercial credit information and other commercial, financial, and consumer information.

Other Lottery services.

Divested Operations Includes businesses divested in the fourth quarter of 2001 and 2000 (City Directory, the risk management businesses in the U.S., Canada, and the U.K., as well as the vehicle information business in the U.K.) (Note 4).

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Segment information for 2001, 2000, and 1999 is as follows (in millions):

<TABLE>

<CAPTION>

	2001	2000	1999
	-----	-----	-----
<S>	<C>	<C>	<C>
Operating Revenue:			
North American Information Services	\$ 852.4	\$ 755.2	\$ 633.1
Equifax Europe	141.1	142.9	148.7
Equifax Latin America	106.7	119.5	125.5
Other	9.6	9.6	9.6
	-----	-----	-----
	1,109.8	1,027.2	917.0
Divested Operations	29.2	162.0	175.7
	-----	-----	-----
	\$1,139.0	\$1,189.2	\$1,092.7
	-----	-----	-----
Operating Income (Loss):			
North American Information Services	\$327.5	\$ 287.2	\$ 261.0
Equifax Europe	1.8	13.7	4.7
Equifax Latin America	24.4	31.5	28.8
Other	8.9	8.9	8.9
General Corporate Expense	(44.8)	(41.7)	(36.0)
	-----	-----	-----
	317.8	299.6	267.4
Divested Operations	(3.6)	9.0	18.9
Restructuring and Other Charges (Note 5)	(60.4)	--	--
	-----	-----	-----
	\$ 253.8	\$ 308.6	\$ 286.3
	-----	-----	-----
Total Assets at December 31:			
North American Information Services	\$ 825.5	\$ 832.9	\$ 490.3
Equifax Europe	192.4	225.0	224.9
Equifax Latin America	190.6	251.6	277.0
Other	3.7	2.9	4.0
Corporate	210.3	213.5	145.2
	-----	-----	-----
	1,422.6	1,525.9	1,141.4
Divested Operations	--	39.3	193.8
Net Assets of Discontinued Operations	--	327.8	272.7
	-----	-----	-----
	\$1,422.6	\$1,893.1	\$1,607.9
	-----	-----	-----

</TABLE>

36

<TABLE>



<CAPTION>

	2001	2000	1999
	-----	-----	-----
<S>	<C>	<C>	<C>
Depreciation and Amortization:			
North American Information Services	\$ 64.4	\$ 57.2	\$40.3
Equifax Europe	18.5	17.9	17.1
Equifax Latin America	14.4	15.7	16.4
Other	0.8	0.8	0.8
Corporate	6.9	5.5	5.2
	-----	-----	-----
	105.0	97.0	79.8
Divested Operations	1.2	9.2	9.8
	-----	-----	-----
	\$106.2	\$106.2	\$89.6
	-----	-----	-----
	2001	2000	1999
	-----	-----	-----
Capital Expenditures (excluding property and equipment and other assets acquired in acquisitions):			
North American Information Services	\$ 20.1	\$ 40.3	\$35.5
Equifax Europe	12.3	13.8	14.6
Equifax Latin America	8.6	12.3	10.1
Other	--	--	--
Corporate	5.5	3.9	5.7
	-----	-----	-----
	46.5	70.3	65.9
Divested Operations	0.6	1.6	4.8
	-----	-----	-----
	\$ 47.1	\$ 71.9	\$70.7
	-----	-----	-----

</TABLE>

Financial information by geographic area is as follows:

<TABLE>  
<CAPTION>

	2001		2000		1999	
	Amount	%	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating Revenue (based on location of customer):						
United States	\$ 813.8	71%	\$ 801.6	67%	\$ 687.0	63%
Canada	77.5	7	94.6	8	91.8	8
United Kingdom	97.6	9	137.7	12	151.1	14
Brazil	49.5	4	60.9	5	61.1	6
Other	100.6	9	94.4	8	101.7	9
	-----	-----	-----	-----	-----	-----
	\$1,139.0	100%	\$1,189.2	100%	\$1,092.7	100%
	-----	-----	-----	-----	-----	-----

Long-Lived Assets of Continuing Operations at December 31:

United States	\$ 665.2	63%	\$ 717.1	62%	\$ 424.0	45%
Canada	100.8	9	96.7	8	107.6	11
United Kingdom	78.8	7	88.2	8	174.3	18
Brazil	97.3	9	119.3	10	126.1	13
Other	122.5	12	140.2	12	125.2	13
	-----	-----	-----	-----	-----	-----
	\$1,064.6	100%	\$1,161.5	100%	\$ 957.2	100%
	-----	-----	-----	-----	-----	-----

</TABLE>

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Equifax Inc.:

We have audited the accompanying consolidated balance sheets of Equifax Inc. (a Georgia corporation) and subsidiaries as of December 31, 2001 and 2000 and the related consolidated statements of income, changes in shareholders' equity and comprehensive income, and cash flows for each of the three years in the period ended December 31, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Equifax Inc. and subsidiaries as of December 31, 2001 and 2000 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2001 in conformity with accounting principles generally accepted in the United States.

/s/ Arthur Andersen LLP

Atlanta, Georgia  
February 13, 2002

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

Not applicable.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 2002, to be filed with the Securities and Exchange Commission, will contain under the heading "Directors and Corporate Governance," information relating to the Company's Directors and persons nominated to become Directors, which is herein incorporated by reference. Information relating to the Executive Officers of the Company is included in Item 1 of this Report.

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 2002, to be filed with the Securities and Exchange Commission, will contain under the heading "Stock Ownership Reporting Compliance" information relating to the Company's Directors and Executive Officers who failed to file on a timely basis reports required by Section 16(c) of the Exchange Act, which is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 2002, to be filed with the Securities and Exchange Commission, will contain under the heading "Compensation of Directors," information relating to compensation of Directors and under the heading "Executive Officer Compensation," information relating to Executive Officer compensation, which is incorporated herein by reference. In no event shall the information contained in the Proxy Statement under the heading "Report of the Compensation and Human Resources Committee on Executive Compensation" be deemed incorporated herein by such reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 2002, to be filed with the Securities and Exchange Commission, will contain under the heading "Stock Ownership of Directors and Executive Officers," information relating to security ownership of certain beneficial owners and management, which is incorporated herein by reference.

For purposes of determining the aggregate market value of the Company's voting stock held by non-affiliates, shares held by all current directors, executive officers and holders of more than 5% or more of the outstanding common stock of the Company have been excluded. The exclusion of such shares is not intended to, and shall not, constitute a determination as to which persons or entities may be "affiliates" of the Company as defined by the Commission.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 2002, to be filed with the Securities and Exchange Commission, will contain under the heading "Certain Relationships and Related Transactions," information relating to certain relationships and related transactions between the Company and certain of its directors and executive officers, which is incorporated herein by reference.

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PART IV

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

(a) DOCUMENTS FILED WITH THIS REPORT

(1) Financial Statements

The following financial statements are filed with this Report.

- . Consolidated Balance Sheets - December 31, 2001 and 2000
- . Consolidated Statements of Income for the Years Ended December 31, 2001, 2000 and 1999
- . Consolidated Statements of Cash Flows for the Years Ended December 31, 2001, 2000 and 1999
- . Consolidated Statements of Shareholders' Equity and Comprehensive Income for the Years Ended December 31, 2001, 2000 and 1999
- . Notes to Consolidated Financial Statements
- . Report of Independent Public Accountants

(2) Financial Statement Schedules

All schedules have been omitted because they are not applicable or the required information is included in the consolidated financial statements or notes to these statements.

(3) Exhibits

The following is a complete list of exhibits included as part of this Report including those incorporated by reference. A list of those documents filed with this Report is set forth on the Index to Exhibits appearing elsewhere in this Report and is incorporated by reference.

Exhibit No.      Description  
- - - - -

- |        |                                                                                                                                                                                                                                                                        |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1    | Distribution Agreement, Plan of Reorganization and Distribution dated as of June 30, 2001 by and between Equifax Inc. and Certegy Inc. previously filed as an Exhibit to Form 8-K, filed July 20, 2001, and incorporated by reference.                                 |
| 3.1    | Amended and Restated Articles of Incorporation previously filed as an Exhibit on Schedule 14A, filed March 26, 1996, and incorporated by reference.                                                                                                                    |
| 3.2    | Bylaws of Equifax Inc. as Amended and Restated on August 1, 2001 previously filed as an Exhibit on Form 10-Q filed November 13, 2001, and incorporated by reference.                                                                                                   |
| 4.1    | Loan Agreement dated October 4, 2001.                                                                                                                                                                                                                                  |
| 4.2    | Portion of Prospectus and Trust Indenture 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.                                              |
| 4.3    | Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A" previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.                     |
| 4.3(a) | Amendment to Rights Agreement, dated as of July 7, 2001, amending the Rights Agreement dated October 25, 1995 between the Company and SunTrust Bank, previously filed as an Exhibit on Form 8-A/A (Amendment No. 1), filed July 9, 2002 and incorporated by reference. |
| 4.4    | Indenture Relating to Debt Securities previously filed as an Exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.                                                                                                                                |
| 10.1   | Equifax Inc. 1988 Performance Share Plan for Officers, as                                                                                                                                                                                                              |

amended previously filed as an Exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.(1)

- 10.2 Equifax Inc. Executive Incentive Plan previously filed as an Exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
  - 10.3 Deferred Compensation Plan 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.(1)
  - 10.4 Form of Change in Control Agreement previously filed as an Exhibit to Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
  - 10.5 Equifax Inc. Omnibus Stock Incentive Plan, as amended previously filed as an Exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference. (1)
  - 10.6 Equifax Inc. Non-Employee Director Stock Option Plan and Agreement previously filed as an Exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.(1)
  - 10.7 Equifax Inc. Supplemental Executive Retirement Plan and subsequent Amendment previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)
  - 10.8 Equifax Inc. Executive Life and Supplemental Retirement Benefit Plan (U.S.) previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)
  - 10.9 Agreement For Computerized Credit Reporting Services previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
  - 10.10 Amendments to Agreement for Computerized Credit Reporting Services and related documents previously filed as an Exhibit on Form 10-K, filed March 31, 1997, and incorporated by reference.
  - 10.11 Amendment to Agreement for Computerized Credit Reporting Services 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.
  - 10.12 Fifth Amendment to Agreement for Computerized Credit Reporting Services previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
  - 10.14 Computer and Network Operations Agreement (redacted version) previously filed as an Exhibit on Form 10-Q, filed November 16, 1998, and incorporated by reference.(2)
  - 10.15 Lease Agreement previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
  - 10.16 Lease Agreement previously filed as an Exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.
  - 10.17 Transaction Document #1 previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.(2)
  - 10.18 Master Agreement previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.(2)
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- 10.19 Human Resources Business Process and Support Services Agreement with First Amendment and schedule of omitted exhibits previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
  - 10.20 Finance & Accounting Business Process and Support Services Agreement, with First Amendment and schedule of omitted exhibits previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
  - 10.21 Employment Agreement previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)
  - 10.22 Equifax Inc. Key Management Long-Term Incentive Plan

previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)

- 10.23 Equifax Inc. 2000 Stock Incentive Plan previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)
- 10.24 Bonus Exchange Program previously filed as an Exhibit on Form 10-K, filed March 29, 2001, and incorporated by reference.(1)
- 10.25 Bonus Deferral Arrangement.(1)
- 10.26 Amended and Restated Master Business Process and Support Services Agreement.
- 21 Subsidiaries of the Registrant.
- 23 Consent of Independent Public Accountants to incorporation by reference.
- 24 Power of Attorney - Set forth on Signature Page.
- 99.1 Tax Sharing and Indemnification Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.2 Employee Benefits Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.3 Intercompany Data Purchase Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.4 Transition Support Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.5 Intellectual Property Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.6 Agreement regarding Leases dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc., previously filed as an Exhibit to Form 8-K, filed July 20, 2001 and incorporated by reference.
- 99.7 Form of Proxy Statement for the Annual Meeting of Shareholders to be held May 1, 2002, to be filed with the Securities and Exchange Commission.
- 99.8 Core Business Results of Operations.

(b) REPORTS ON FORM 8-K - None have been filed during the last quarter of the period covered by this Form 10-K.

- - - - -
- (1) Management Contract or Compensatory Plan.
  - (2) Document omits information pursuant to a Request for Confidential Treatment under Rule 406 of the Securities Act of 1933.

SIGNATURES

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

Date: March 12, 2002 /s/Kent E. Mast  
-----  
By: Kent E. Mast  
Corporate Vice President, General Counsel  
And Secretary

Know all men by these presents, that each person whose signature appears below constitutes and appoints Thomas F. Chapman, Kent E. Mast and Philip J. Mazzilli and either of them, as attorneys-in-fact, with power of substitution, for him in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys-in-fact may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Date: March 12, 2002 /s/Thomas F. Chapman  
-----  
Thomas F. Chapman, Chairman of the Board  
and Chief Executive Officer

Date: March 12, 2002 /s/Philip J. Mazzilli  
-----  
Philip J. Mazzilli, Executive Vice President  
and Chief Financial Officer  
(Principal Financial Officer)

Date: March 12, 2002 /s/Dennis B. Story  
-----  
Dennis B. Story, Vice President and  
Corporate Contoller  
(Principal Accounting Officer)

Date: March 6, 2002 /s/Lee A. Ault  
-----  
Lee A. Ault, III, Director

Date: March 4, 2002 /s/John L. Clendenin  
-----  
John L. Clendenin, Director

Date: March 4, 2002 /s/A. W. Dahlberg  
-----  
A. W. Dahlberg, Director

Date: March 4, 2002 /s/L. Phillip Humann  
-----  
L. Phillip Humann, Director

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Date: March 4, 2002 /s/Larry L. Prince  
-----  
Larry L. Prince, Director

Date: March 5, 2002 /s/D. Raymond Riddle  
-----  
D. Raymond Riddle, Director

Date: March 2, 2002 /s/Louis W. Sullivan  
-----  
Dr. Louis W. Sullivan, Director

Date: March 5, 2002 /s/Jacquelyn M. Ward  
-----  
Jacquelyn M. Ward, Director

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INDEX TO EXHIBITS

The following documents are being filed with this Report.

Exhibit No.	Description
4.1	Loan Agreement dated October 4, 2001.
10.25	Bonus Deferral Arrangement.(1)
10.26	Amended and Restated Master Business Process and Support Services Agreement.
21	Subsidiaries of the Registrant.
23	Consent of Independent Public Accountants to incorporation by reference.

- -----  
(1) Management Contract or Compensatory Plan.

CREDIT AGREEMENT

among

EQUIFAX INC.  
as a Borrower and as a Guarantor

EQUIFAX PLC  
as a Designated Borrower

CERTAIN OTHER SUBSIDIARIES OF EQUIFAX INC.  
FROM TIME TO TIME PARTY HERETO  
as Designated Borrowers

THE LENDERS FROM TIME TO TIME PARTY HERETO

and

BANK OF AMERICA, N.A.  
as Administrative Agent

Dated as of October 4, 2001

-----  
BANC OF AMERICA SECURITIES LLC  
Sole Lead Arranger and Sole Book Manager

SUNTRUST ROBINSON HUMPHREY CAPITAL MARKETS  
Co-Arranger

SUNTRUST BANK  
Syndication Agent

and

WACHOVIA BANK, N.A.  
Documentation Agent

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Schedule 9.2.	-	Liens as of Closing Date
Schedule 9.11	-	Restrictions on Subsidiary Dividends and Distributions as of Closing Date
Schedule 13.1	-	Notice Addresses for Lenders

EXHIBITS

Exhibit A-1	-	Form of Revolving Credit Note for Company
Exhibit A-2	-	Form of Revolving Credit Note for Designated Borrowers
Exhibit B-1	-	Form of Notice of Revolving Credit Borrowing
Exhibit B-2	-	Form of Notice of Swingline Borrowing
Exhibit C-	-	Form of Notice of Account Designation
Exhibit D-	-	Form of Notice of Prepayment
Exhibit E-	-	Form of New Commitment Agreement
Exhibit F-	-	Form of Borrower Joinder Agreement
Exhibit G-	-	Form of Notice of Conversion/Continuation
Exhibit H	-	Form of Officer's Compliance Certificate
Exhibit I	-	Form of Assignment and Acceptance

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CREDIT AGREEMENT dated as of October 4, 2001 among EQUIFAX INC., a Georgia corporation (the "Company"), EQUIFAX PLC, a public company limited by shares organized under the laws of England and Wales ("Equifax Plc"), certain other Wholly-Owned Subsidiaries of the Company from time to time party hereto (together with Equifax Plc, each a "Designated Borrower," and together with the Company and Equifax Plc, the "Borrowers," and each, a "Borrower"), the Lenders from time to time party hereto and BANK OF AMERICA, N.A., as Administrative Agent (all capitalized terms used herein and defined in Section 1.1 are used herein as therein defined).

STATEMENT OF PURPOSE

WHEREAS, the Borrowers wish to establish with the Lenders credit facilities providing for revolving loans and letters of credit of initially, up to \$465,000,000 in the aggregate maximum principal amount at any time outstanding, with the option to increase such facilities to up to \$525,000,000 in the aggregate principal amount at any time outstanding, and the Lenders and the Administrative Agent are willing to establish such credit facilities on the terms and conditions set forth herein;

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

ARTICLE I

DEFINITIONS, ETC.

SECTION 1.1 Definitions.

The following terms when used in this Agreement shall have the meanings assigned to them below:

"364 Day Facility" means the short term revolving credit facility established pursuant to Section 2.1 hereof.

"364 Day Facility Commitment" means (a) as to any Lender, the obligation of such Lender to make Revolving Credit Loans under the 364 Day Facility for the accounts of the Borrowers in an aggregate principal Dollar Equivalent amount at any time outstanding not to exceed the amount set forth opposite such Lender's

name on Schedule 1.1(a) hereto, as such amount may be reduced or modified at any  
-----  
time or from time to time pursuant to the terms hereof and (b) as to all  
Lenders, the aggregate 364 Day Facility Commitment of all Lenders to make  
Revolving Credit Loans under the 364 Day Facility, as such amount may be  
increased, reduced or modified at any time or from time to time pursuant to the  
terms hereof. The 364 Day

Facility Commitment of all Lenders on the Closing Date shall be One Hundred  
Sixty Million Dollars (\$160,000,000).

"364 Day Facility Commitment Percentage" means, as to any Lender at any  
-----  
time, the ratio of (a) the amount of the 364 Day Facility Commitment of such  
Lender to (b) the aggregate 364 Day Facility Commitment of all of the Lenders.

"364 Day Facility Fee" shall have the meaning assigned thereto in Section  
-----  
4.3(a).

"364 Day Facility Specified Maturity Date" means October 3, 2002 or such  
-----  
later date as determined pursuant to Section 2.8(c).

"364 Day Facility Termination Date" means the earliest of the dates  
-----  
referred to in Section 2.8(a).

"Administrative Agent" means Bank of America in its capacity as  
-----  
Administrative Agent hereunder, and any successor thereto appointed pursuant to  
Section 12.9.

"Administrative Agent's Fee Letter" means that certain letter agreement,  
-----  
dated as of July 25, 2001, among the Administrative Agent, the Arranger and the  
Company, as amended, modified, supplemented or replaced from time to time.

"Administrative Agent's Office" means the office of the Administrative  
-----  
Agent specified in or determined in accordance with the provisions of Section  
13.1(c).

"Affiliate" means, with respect to any Person, any other Person which  
-----  
directly or indirectly through one or more intermediaries (a) controls, or is  
controlled by, or is under common control with, such first Person or any of its  
Subsidiaries or (b) owns or holds ten percent (10%) or more of the Capital Stock  
in such first Person or any of its Subsidiaries. The term "control" means the  
possession, directly or indirectly, of any power to direct or cause the  
direction of the management and policies of a Person, whether through ownership  
of voting securities, by contract or otherwise.

"Aggregate Revolving Credit Commitment" means (a) as to any Lender, the  
-----  
aggregate of such Lender's 364 Day Facility Commitment and Multi-Year Facility  
Commitment, as such amount may be reduced or modified at any time or from time  
to time pursuant to the terms hereof and (b) as to all Lenders, the aggregate  
364 Day Facility Commitment and Multi-Year Facility Commitment of all Lenders,  
as such amount may be increased or reduced or modified at any time or from time  
to time pursuant to the terms hereof. The Aggregate Revolving Credit Commitment  
of all Lenders on the Closing Date shall be Four Hundred Sixty-Five Million  
Dollars (\$465,000,000).

"Aggregate Revolving Credit Commitment Percentage" means, as to any Lender  
-----  
at any time, the ratio of (a) such Lender's Aggregate Revolving Credit  
Commitment to (b) the Aggregate Revolving Credit Commitment of all of the  
Lenders.

"Agreed Alternative Currency" shall have the meaning assigned thereto in  
-----  
Section 2.9(e).

2

"Agreement" means this Credit Agreement, as amended, restated, supplemented  
-----  
or otherwise modified.

"Applicable Currency" means, as to any particular Revolving Credit Loan,  
-----  
Competitive Bid Loan, Letter of Credit or payment, Dollars or the Offshore

Currency in which such Loan, Letter of Credit or payment is denominated or is payable.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Applicable Percentage" means, for purposes of calculating (a) the interest rate applicable to Offshore Rate Loans for purposes of Section 4.1(a); (b) the L/C Fee for purposes of Section 3.3(a); (c) the 364 Day Facility Fee for purposes of Section 4.3(a), (d) the Multi-Year Facility Fee for purposes of Section 4.3(b); or (e) the Utilization Fee for purposes of Section 4.3(d), the rate set forth below opposite the Applicable Rating then in effect:

<TABLE>  
<CAPTION>

Fee	Pricing Level	Applicable Rating	Offshore Rate Loans under the 364 Day Facility	364 Day Facility Fee	Offshore Rate Loans under the Multi-Year Facility and L/C Fee	Multi-Year Facility Fee	Utilization
	I	** A/A2	0.295%	0.080%	0.275%	0.100%	0.125%
	II	A-/A3	0.400%	0.100%	0.375%	0.125%	0.125%
	III	BBB+/Baa1	0.500%	0.125%	0.475%	0.150%	0.125%
	IV	BBB/Baa2	0.600%	0.150%	0.575%	0.175%	0.250%
	V	*BBB/Baa2	0.800%	0.200%	0.750%	0.250%	0.250%

</TABLE>

For purposes of the foregoing, (i) if the Applicable Ratings established by Moody's and S&P are different but correspond to consecutive Pricing Levels, then the Pricing Level with the lower number (i.e., corresponding to the better rating) shall apply (e.g., if Moody's and S&P's Applicable Ratings correspond to Pricing Levels I and II, respectively, then Pricing Level I will apply), (ii) if the Applicable Ratings established by Moody's and S&P are different and correspond to non-consecutive Pricing Levels, then the Pricing Level with a number equal to the higher Pricing Level number (i.e., corresponding to the worse rating) minus one shall apply (e.g., if Moody's and S&P's Applicable Ratings correspond to Pricing Levels I and IV, respectively, then Pricing Level III will apply), (iii) if only one Applicable Rating is available as a result of either S&P or Moody's failure to continue to rate any issuer's senior, unsecured, long-term, non-credit enhanced debt for borrowed money, then the Pricing Level shall be based on such Applicable Rating that remains available (e.g., if Moody's Applicable Rating corresponds to Pricing Level I and S&P is no longer in the business of rating any issuer's senior, unsecured, long-term, non-credit enhanced debt for borrowed money, then Pricing Level I will apply), (iv) if S&P or Moody's withdraws its Applicable Rating and the remaining

\* denotes less than.

\*\* denotes greater than or equal to.

Applicable Rating is below BBB+/Baa1, as applicable, then such remaining Applicable Rating shall apply for sixty (60) days from the date of such withdraw by either S&P or Moody's of its Applicable Rating and thereafter Pricing Level V shall apply until the earlier of (A) such time as S&P and/or Moody's provides another Applicable Rating or (B) the Required Lenders have agreed to an alternative pricing grid or other method for determining Pricing Levels pursuant to an effective amendment to this Credit Agreement, (v) if S&P or Moody's withdraws its Applicable Rating and the remaining Applicable Rating is BBB+/Baa1 or above, as applicable, then the Pricing Level shall correspond to the remaining Applicable Rating, and

(vi) if both S&P and Moody's withdraw their Applicable Ratings, then Pricing Level V shall apply until the earlier of (A) such time as S&P and/or Moody's provides another Applicable Rating or (B) the Required Lenders have agreed to an alternative pricing grid or other method for determining Pricing Levels pursuant to an effective amendment to this Credit Agreement.

The Applicable Percentage shall be determined and adjusted as of the date on which any change in an Applicable Rating is announced by the relevant rating agency (each such adjustment date, a "Rate Determination Date").

Each Applicable Percentage shall be effective from a Rate Determination Date until the next such Rate Determination Date. The Administrative Agent shall determine the appropriate Applicable Percentages in the pricing matrix promptly upon notice of a ratings change by the Company as required pursuant to Section 7.6 and shall promptly notify the Company and the Lenders of any change thereof. Such determinations by the Administrative Agent shall be conclusive absent manifest error. Adjustments in the Applicable Percentages shall be effective as to existing Extensions of Credit as well as any new Extension of Credit made thereafter. The Applicable Percentage from the Closing Date shall be based on Pricing Level II, subject to adjustment as provided herein.

"Applicable Rating" means as to each of Moody's and S&P, its rating of the Company's senior, unsecured, long-term, non-credit enhanced debt for borrowed money.

"Applicant Borrower" shall have the meaning assigned thereto in Section 2.10(a).

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means Banc of America Securities LLC in its capacity as Sole Lead Arranger and Sole Book Manager for the Credit Facility.

"Asset Disposition" means the disposition of any or all of the assets (including without limitation the disposition of accounts and notes receivable, the sale of the Capital Stock of a Subsidiary to a Person other than the Company or a Subsidiary of the Company and any Equity Issuance of Capital Stock of a Subsidiary to a Person other than the Company or a Subsidiary of the Company) of the Company or any of its Subsidiaries whether by sale, lease, transfer or otherwise. The term "Asset Disposition" shall not include (i) the sale of inventory or Cash

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Equivalents in the ordinary course of business, (ii) the sale or disposition of fixed assets no longer used or useful in the conduct of such Person's business, (iii) any Equity Issuance of Capital Stock of the Company, (iv) transfers of assets to the Company or from a Subsidiary of the Company to a Wholly-Owned Subsidiary of the Company, (v) transfers of assets required in connection with any Permitted Securitization Transaction or (vi) transfers of assets which individually account for less than \$1,000,000 of the Consolidated Operating Profit for the immediately preceding Fiscal Year.

"Assignment and Acceptance" shall have the meaning assigned thereto in Section 13.9(b) (iii).

"Available EMU Currency" means French Franc, Belgian Franc, German Mark, Irish Punt, Italian Lira, Dutch Guilder and Spanish Peseta.

"Bank of America" means Bank of America, N.A., a national banking association and its successors.

"Bankruptcy Event" means any of the events set forth in Section 11.1(i) or (j) or any of those events which with the passage of time, the giving of notice or any other condition would constitute such an event, in respect of any of the Borrowers or any of their Subsidiaries.

"Base Rate" means, at any time, the higher of (a) the Prime Rate and (b) the sum of (i) the Federal Funds Rate plus (ii) 1/2 of 1%; each change in the

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Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate or the Federal Funds Rate.

"Base Rate Loan" means any Loan denominated in Dollars and bearing interest  
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at a rate based upon the Base Rate as provided in Section 4.1(a).

"Borrower Joinder Agreement" means a Borrower Joinder Agreement executed by  
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an Applicant Borrower, the Company and the Administrative Agent in substantially the form of Exhibit E, as amended, restated, supplemented or otherwise modified.  
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"Borrowers" means, collectively, the Company, Equifax Plc and the  
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Designated Borrowers; "Borrower" means any one of them.  
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"Business Day" shall, with respect to dates for the payment or purchase of  
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any amount denominated in euro or National Currency Units (including without limitation dates for determining LIBOR for such amount), be deemed to mean a TARGET Business Day. The definition of "Business Day" shall, for all other purposes, including without limitation the giving and receiving of notices hereunder for Offshore Currency Loans denominated in euro or National Currency Units, be deemed to mean a TARGET Business Day on which banks are generally open for business in London, England, Frankfurt, Germany, Charlotte, North Carolina, San Francisco, California and/or in any other principal financial center as the Administrative Agent shall from time to time determine for this purpose.

5

"Capital Lease" means, with respect to any Person, any lease of any  
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property that should, in accordance with GAAP, be classified and accounted for as a capital lease on a Consolidated balance sheet of such Person and its Consolidated Subsidiaries.

"Capital Stock" means (i) in the case of a corporation, capital stock, (ii)  
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in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership, partnership interests (whether general or limited), (iv) in the case of a limited liability company, membership interests and (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalent" means (a) securities issued or directly and fully  
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guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) U.S. dollar denominated time and demand deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "Approved Bank"), in each case with maturities  
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of not more than 270 days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements with a bank or trust company (including any of the Lenders) or securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States of America in which the Borrower shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations and (e) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions having capital of at least \$500,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing subdivisions (a) through (d).

"Certegy" means Certegy Inc., a Georgia corporation.  
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"Change in Control" shall have the meaning assigned thereto in Section  
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11.1(h).

"Closing Date" means the date of this Agreement or such later Business Day  
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upon which each condition described in Section 5.1 shall be satisfied or waived  
in all respects.

"Code" means the Internal Revenue Code of 1986, and the rules and  
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regulations thereunder, each as amended, supplemented or otherwise modified from  
time to time.

"Commitment" means, as to any Lender at any time, such Lender's 364 Day  
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Facility Commitment, Multi-Year Facility Commitment or Aggregate Revolving  
Credit Commitment, as the context requires.

6

"Commitment Percentage" means, as to any Lender at any time, such Lender's  
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364 Day Facility Commitment Percentage, Multi-Year Facility Commitment  
Percentage or Aggregate Revolving Credit Commitment Percentage, as the context  
requires.

"Company" means Equifax Inc., a Georgia corporation.  
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"Competitive Bid" means an offer by a Lender to make a Competitive Bid Loan  
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in accordance with Section 2.5.

"Competitive Bid Loans" means any Loan made pursuant to Section 2.5 and all  
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such Loans collectively as the context requires.

"Competitive Bid Rate" means the rate of interest per annum expressed in  
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multiples of 1/100th of one percent offered with respect to any Competitive Bid  
Loan offered by the Lender making such Competitive Bid.

"Competitive Bid Request" means a request by the Company, on behalf of a  
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Borrower, for Competitive Bids in accordance with Section 2.5.

"Consolidated" means, when used with reference to financial statements or  
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financial statement items of a Person and its Subsidiaries, such statements or  
items on a consolidated basis in accordance with applicable principles of  
consolidation under GAAP.

"Consolidated EBITDA" means, for any period, as applied to the Company and  
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its Consolidated Subsidiaries without duplication, the sum of the amounts for  
such period of: (a) Consolidated Net Income, plus (b) an amount which, in the  
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determination of Consolidated Net Income has been deducted for (i) Consolidated  
Interest Expense, (ii) all federal and state income tax expense, and (iii)  
depreciation and amortization expense, all of the foregoing as determined and  
computed on a Consolidated basis in accordance with GAAP.

"Consolidated Funded Debt" means, as of any date, without duplication, all  
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Debt of the Company and its Consolidated Subsidiaries of the type referred to in  
clauses (a), (b), (f), (g), (h), (j) (but in the case of clause (j), only to the  
extent of any drawn amount of such letters of credit) and (l) and (m) of the  
definition of "Debt" set forth in this Section 1.1, all of the foregoing as  
determined and computed on a Consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any period, as applied to the  
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Company and its Consolidated Subsidiaries, all interest expense (whether paid or  
accrued) and capitalized interest, including without limitation (a) the  
amortization of debt discount and premium, (b) the interest component under  
Capital Leases and synthetic leases and (c) the implied interest component,  
discount or other similar fees or charges in connection with any asset  
securitization program, in each case as determined and computed on a  
Consolidated basis in accordance with GAAP.

7

"Consolidated Net Income" means, for any period, the net income, after  
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taxes, of the Company and its Consolidated Subsidiaries for such period as determined and computed on a Consolidated basis in accordance with GAAP.

"Consolidated Net Tangible Assets" means, as of any date, Consolidated

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Total Assets, less the sum of the value, as set forth or reflected in the most recent Consolidated balance sheet of the Company and its Consolidated Subsidiaries, prepared in accordance with GAAP of:

(i) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding "Purchased Data Files," but including, without limitation, goodwill (as determined by the Company in a manner consistent with its past accounting practices and in accordance with GAAP), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

(ii) To the extent not included in (i) of this definition, any amount at which shares of Capital Stock of the Company appear as an asset on the balance sheet of its Consolidated Subsidiaries; and

(iii) To the extent not included in (i) of this definition, deferred expenses.

"Consolidated Operating Profit" means, for any period, the Operating Profit

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of the Company and its Consolidated Subsidiaries, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP.

"Consolidated Subsidiary" means, at any date, any Subsidiary or other

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entity the accounts of which, in accordance with GAAP, are Consolidated with those of the Company in its Consolidated financial statements as of such date.

"Consolidated Total Assets" means, as of any date, the assets and

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properties of the Company and its Consolidated Subsidiaries, as determined and computed on a Consolidated basis in accordance with GAAP.

"Credit Facility" means the collective reference to the 364 Day Facility,

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the Multi-Year Facility and the L/C Facility or any one of them, as the context requires.

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

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"CSC Agreement" means the Agreement for Computerized Credit Reporting

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Services and Options to Purchase and Sell Assets, dated as of the 1st day of August, 1988, among EIS, the Company, CSC and certain other parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"CSC Put" means the right of certain subsidiaries of CSC under the CSC

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Agreement to, require EIS to purchase their credit reporting businesses within 180 days after notice.

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"Debt" of any Person means at any date, without duplication: (a) all

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obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations of such Person issued or assumed as the deferred purchase price of Property or services purchased by such Person (other than trade debt incurred in the ordinary course of business on terms customary in the trade) which would appear as liabilities on a balance sheet of such Person and any obligation relating to or arising out of the CSC Put after the receipt by the Company or any of its Subsidiaries of notice from CSC or any of its Subsidiaries regarding the intent to exercise the CSC Put, (e) all obligations of such Person under take or pay or similar arrangements or under commodities agreements, (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, provided that for purposes hereof the amount

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of such Debt shall be limited to the greater of (i) the amount of such Debt as to which there is recourse to such Person and (ii) the fair market value of the property which is subject to the Lien, (g) all Support Obligations of such Person with respect to a Debt of another Person, (h) the principal portion of

all obligations of such Person under Capital Leases, (i) all net obligations of such Person in respect of Hedging Agreements, (j) the maximum amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed or not cash collateralized), (k) all preferred stock issued by such Person and required by the terms thereof to be redeemed, or for which mandatory sinking fund payments are due, by a fixed date, (l) the outstanding attributed principal amount under any asset securitization program of such Person (including without limitation any notes or accounts receivable financing program) and (m) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product to which such Person is a party, where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP. The Debt of any Person shall include the Debt of any partnership or joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to the assets (other than the ownership interest in such partnership or joint venture) of such Person for payment of such Debt.

"Default" means any of the events specified in Section 11.1 which, with the  
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passage of time, the giving of notice or any other condition, would constitute an Event of Default.

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

"Designated Borrower" means any Applicant Borrower that becomes a Borrower  
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under this Agreement in accordance with the provisions of Section 2.10.

"Designating Lender" has the meaning set forth in Section 13.9(i).  
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"Determination Date" shall have the meaning assigned thereto in Section  
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2.9(a).

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"Dollars" or "\$" means, unless otherwise qualified, dollars in lawful  
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currency of the United States.

"Dollar Equivalent" means, at any time, (a) as to any amount denominated in  
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Dollars, the amount thereof at such time, and (b) as to any amount denominated in an Offshore Currency, the equivalent amount in Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate for the purchase of Dollars with such Offshore Currency on the most recent Determination Date provided for in Section 2.9(a).

"EIS" means Equifax Information Services, LLC, formerly known as Equifax  
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Credit Information Services, Inc.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender or any  
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fund that invests in bank loans and is managed by an investment advisor to a Lender; and (c) any other Person approved by the Administrative Agent and, unless a Default or Event of Default has occurred and is continuing at the time any assignment is effected in accordance with Section 13.9, the Company (such approval not to be unreasonably withheld or delayed by the Company and such approval to be deemed given by the Company if no objection is received by the assigning Lender and the Administrative Agent from the Company within five (5) Business Days after notice of such proposed assignment has been provided by the assigning Lender to the Company); provided, however, that neither a Borrower nor  
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an Affiliate of a Borrower shall qualify as an Eligible Assignee.

"Employee Benefit Plan" means any employee benefit plan within the meaning  
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of Section 3(3) of ERISA which (a) is maintained for employees of a Borrower or any ERISA Affiliate or (b) has at any time within the preceding six years been maintained for the employees of a Borrower or any current or former ERISA Affiliate.

"EMU" means Economic and Monetary Union as contemplated in the Treaty on  
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European Union.

"EMU Legislation" means legislative measures of the European Council  
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(including without limitation European Council regulations) for the introduction of, changeover to, or operation of, the euro.

"Environmental Laws" means any and all federal, state, local and foreign laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, binding interpretations and orders of courts or Governmental Authorities, relating to the protection of human health or the environment, including, but not limited to, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Materials.

"Environmental Permits" shall have the meaning assigned thereto in Section 6.1(h).

"Equity Issuance" means any issuance by the Company or any of its Subsidiaries to any Person other than the Company or any of its Subsidiaries of (a) shares of its Capital Stock,

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(b) any shares of its Capital Stock pursuant to the exercise of options or warrants or (c) any shares of its Capital Stock pursuant to the conversion of any debt securities to equity.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder, each as amended, supplemented or otherwise modified from time to time.

"ERISA Affiliate" means any Person who together with a Borrower is treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"euro" means the single currency of Participating Member States of the European Community.

"Eurodollar Reserve Percentage" means, for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Federal Reserve Board (or any successor) for determining the maximum reserve requirement (including without limitation any basic, supplemental or emergency reserves) in respect of eurocurrency liabilities or any similar category of liabilities for a member bank of the Federal Reserve System in New York City and to which the Administrative Agent or any Lender is then subject.

"European Community" means those European countries that are signatories to the Treaty on European Union.

"Event of Default" means any of the events specified in Section 11.1, provided that any requirement for passage of time, giving of notice, or any other condition, has been satisfied.

"Extensions of Credit" means, as to any Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Credit Loans made by such Lender then outstanding, (b) such Lender's Multi-Year Facility Commitment Percentage of the L/C Obligations then outstanding, (c) the aggregate principal amount of all Competitive Bid Loans made by such Lender then outstanding and (d) such Lender's Multi-Year Facility Commitment Percentage of all Swingline Loans then outstanding. "Extension of Credit" means, as to any Lender (a) any component of such Lender's Extensions of Credit or (b) the making of, or participation in, a Loan by such Lender or the issuance or extension of, or participation in, a Letter of Credit by such Lender, as the context may require.

"FDIC" means the Federal Deposit Insurance Corporation, or any successor thereto.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the

Federal Reserve Bank on the Business Day next succeeding such day; provided that

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(a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the

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next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fiscal Year" means the fiscal year of the Company and its Subsidiaries  
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ending on or about December 31.

"Foreign Lender" means any Lender that is organized under the laws of a  
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jurisdiction other than that in which the Company is located. For purposes of this definition, the United States of America, each state thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Pension Plan" shall mean any plan, fund (including, without  
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limitation, any superannuation fund) or other similar program established or maintained outside the United States of America by a Borrower or any one or more of its Subsidiaries primarily for the benefit of employees of such Borrower or such Subsidiaries residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"Foreign Subsidiary" means each Subsidiary of the Company that is not  
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incorporated under the laws of the United States or any State or territory thereof.

"Fund" means any Person (other than a natural Person) that is (or will be)  
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engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles, as recognized by the  
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American Institute of Certified Public Accountants and the Financial Accounting Standards Board, consistently applied and maintained on a consistent basis throughout the period indicated.

"Governmental Approvals" means all authorizations, consents, approvals,  
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licenses and exemptions of, registrations and filings with, and reports to, all Governmental Authorities.

"Governmental Authority" means any nation, province, state or political  
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subdivision thereof, and any government or any Person exercising executive, legislative, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Guaranteed Obligations" means, without duplication, all of the Obligations  
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of the Designated Borrowers to the Lenders and the Administrative Agent, whenever arising, under this Agreement, the Borrower Joinder Agreements, any L/C Applications, the Notes and any other Loan Documents (including, but not limited to, obligations with respect to principal, interest and fees).

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"Hazardous Materials" means any substances or materials (a) which are or  
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become regulated or defined as hazardous wastes, hazardous substances, pollutants, contaminants, chemical substances or mixtures or toxic substances under any Environmental Law, (b) which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful to human health or the environment and are or become regulated by any Governmental Authority, (c) the presence of which require investigation or remediation under any Environmental Law, (d) the discharge or emission or release of which requires a permit or license under any Applicable Law or other Governmental Approval, or (e) which contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or waste, crude oil, nuclear fuel,

natural gas or synthetic gas.

"Hedging Agreement" means any agreement with respect to an interest rate  
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swap, collar, cap, floor or forward rate agreement, foreign currency agreement or other agreement regarding the hedging of interest rate risk exposure executed in connection with hedging the interest rate exposure of any Person, and any confirming letter executed pursuant to such hedging agreement, all as amended, restated or otherwise modified from time to time.

"Interest Coverage Ratio" means, as of the last day of any fiscal quarter,  
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the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Expense, in each case for the period of four (4) consecutive fiscal quarters ending as of such day.

"Interest Period" shall have the meaning assigned thereto in Section  
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4.1(b).

"Investment" in any Person means (a) the acquisition (whether for cash,  
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property, services, assumption of Debt, securities or otherwise) of shares of Capital Stock, bonds, notes, debentures, partnership, joint ventures or other ownership interests or securities issued by such Person, (b) any deposit with, or advance, loan or other extension of credit to, such Person (other than those made in connection with the purchase of equipment or other assets in the ordinary course of business) or (c) any other capital contribution to or investment in such Person including, without limitation, any Support Obligation (including any support for a letter of credit issued on behalf of such person) incurred for the benefit of such Person.

"Irrevocable Conversion Rate" with respect to any Available EMU Currency,  
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means the rate adopted and irrevocably fixed by the European Council (in accordance with Article 1091(4) of the Treaty on European Union) on December 31, 1998 as the official exchange rate at which National Currency Units of such Available EMU Currency shall be converted into euro, and euro shall be converted into National Currency Units of such Available EMU Currency.

"Issuing Lender" means with respect to any Letter of Credit, Bank of  
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America in its capacity as issuer of such Letter of Credit.

"Italian Lira" means the former national currency of Italy.  
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"L/C Application" means an application, in the form specified by any  
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Issuing Lender from time to time, requesting such Issuing Lender to issue a Letter of Credit.

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"L/C Commitment" means Fifty Million Dollars (\$50,000,000).  
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"L/C Facility" means the letter of credit facility established pursuant to  
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Article III hereof.

"L/C Fee" shall have the meaning assigned thereto in Section 3.3(a).  
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"L/C Obligations" means at any time, an amount equal to the sum of (a) the  
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Dollar Equivalent of the aggregate undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the Dollar Equivalent of the aggregate amount of drawings under Letters of Credit which have not then been reimbursed pursuant to Section 3.5.

"L/C Participants" means the collective reference to all the Lenders having  
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a Multi-Year Facility Commitment other than the applicable Issuing Lender.

"Lender" means each Person executing this Agreement as a Lender as set  
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forth on the signature pages hereto and each Person that hereafter becomes a party to this Agreement as a Lender pursuant to Section 13.9(b), other than any party hereto that ceases to be a party hereto pursuant to any Assignment and Acceptance.

"Lender Default" means (a) the refusal (which has not been retracted) or  
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the failure of a Lender to make available its portion of any Mandatory Borrowing or (b) a Lender having notified in writing the Company and/or the Administrative Agent that such Lender does not intend to comply with its obligations under Section 2.6(b), in the case of either clause (a) or (b) as a result of any takeover or control of such Lender by any Governmental Authority.

"Lending Office" means, with respect to any Lender, the office of such

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Lender maintaining such Lender's Aggregate Revolving Credit Commitment Percentage of the Revolving Credit Loans.

"Letter of Credit" means any standby or commercial letter of credit issued

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hereunder.

"Leverage Ratio" means, as of the last day of any fiscal quarter, the ratio

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of (a) Consolidated Funded Debt on such day to (b) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending as of such day.

"LIBOR" means, for any Offshore Rate Loan for any Interest Period therefor,

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the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) in each case determined by the Administrative Agent to be equal to:

(i) the offered rate that appears on the Dow Jones Telerate Screen Page 3750 (or any successor page) that displays an average British Bankers Association Interest Settlement Rate for deposits in the Applicable Currency (for delivery on the first day of the applicable Interest Period) for a term equivalent to the applicable Interest Period at approximately 11:00 a.m. (London time) two Business Days prior to the first day of the applicable Interest Period; or

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(ii) if for any reason the foregoing rate in clause (i) is unavailable or undeterminable, the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits in the Applicable Currency (for delivery on the first day of the applicable Interest Period) for a term equivalent to the applicable Interest Period at approximately 11:00 a.m. (London time) two Business Days prior to the first day of the applicable Interest Period; or

(iii) if for any reason the foregoing rates in clauses (i) and (ii) are unavailable or undeterminable, the rate of interest at which deposits in the Applicable Currency for delivery on the first day of the applicable Interest in same day funds in the approximate amount of the applicable Offshore Rate Loan for a term equivalent to the applicable Interest Period would be offered by the London branch of Bank of America to major banks in the offshore market for such Applicable Currency at approximately 11:00 a.m. (London time) two Business Days prior to the first day of the applicable Interest Period.

"Lien" means, with respect to any asset, any mortgage, lien, pledge,

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charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease (excluding, however, any synthetic leases) or other title retention agreement relating to such asset.

"Loan Documents" means, collectively, this Agreement, the Notes, the

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Administrative Agent's Fee Letter, the L/C Applications, any Borrower Joinder Agreement and each other document, instrument and agreement executed and delivered by any Borrower, its Subsidiaries in connection with this Agreement or otherwise contemplated hereby, all as may be amended, restated or otherwise modified.

"Loans" means the collective reference to the Revolving Credit Loans, the

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Competitive Bid Loans and the Swingline Loans; "Loan" means any one of such  
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Loans.

"Mandatory Borrowing" shall have the meaning assigned thereto in Section

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2.6(b).

"Material Adverse Effect" means any of (a) a material adverse effect on the

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business, assets, liabilities (actual or contingent), operations, condition

(financial or otherwise) or prospects of the Company and its Subsidiaries taken as a whole, (b) a material adverse effect on the ability of any Borrower to perform its obligations under the Loan Documents, in each case to which it is a party, or (c) a material adverse effect on the rights or remedies of the Lenders or the Administrative Agent hereunder or under any other Loan Document.

"Material Subsidiary" shall mean at any time any direct or indirect

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Subsidiary of the Company having: (a) assets in an amount equal to at least 5% of the total assets of the Company and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Company at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Company and its Subsidiaries on a consolidated

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basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Company at such time.

"MLA Cost" means an addition to the interest rate on a Revolving Credit

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Loan to compensate any Lender for the cost imputed to a Lender in respect of any Revolving Credit Loan made in an Offshore Currency during the term of such Loan resulting from the imposition from time to time under or pursuant to the Bank of England Act 1998 (the "Act") and/or by the Bank of England and/or the Financial  
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Services Authority (the "FSA") (or other United Kingdom governmental authorities  
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or agencies) of a requirement to place non-interest-bearing cash ratio deposits or Special Deposits (whether interest bearing or not) with the Bank of England and/or pay fees to the FSA calculated by reference to liabilities used to fund the Revolving Credit Loan made in such Offshore Currency, as determined in accordance with Schedule 4.1(f).

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"Moody's" means Moody's Investors Service, Inc. or any successor or

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assignee in the business of rating securities.

"Multi-Year Facility" means the multi-year revolving credit facility

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established pursuant to Section 2.1 hereof.

"Multi-Year Facility Commitment" means (a) as to any Lender, the obligation

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of such Lender to make Revolving Credit Loans under the Multi-Year Facility for the accounts of the Borrowers in an aggregate principal Dollar Equivalent amount at any time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 1.1(a) hereto as such amount may be reduced or  
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modified at any time or from time to time pursuant to the terms hereof and (b) as to all Lenders, the aggregate Multi-Year Facility Commitment of all Lenders to make Revolving Credit Loans under the Multi-Year Facility, as such amount may be increased, reduced or modified at any time or from time to time pursuant to the terms hereof. The Multi-Year Facility Commitment of all Lenders on the Closing Date shall be Three Hundred Five Million Dollars (\$305,000,000).

"Multi-Year Facility Commitment Percentage" means, as to any Lender at any

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time, the ratio of (a) the amount of the Multi-Year Facility Commitment of such Lender to (b) the aggregate Multi-Year Facility Commitment of all of the Lenders.

"Multi-Year Facility Fee" shall have the meaning assigned thereto in

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Section 4.3(b).

"Multi-Year Facility Specified Maturity Date" means October 4, 2004.

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"Multi-Year Facility Termination Date" means the earliest of the dates

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referred to in Section 2.8(b).

"Multiemployer Plan" means a "multiemployer plan" as defined in Section

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4001(a) (3) of ERISA to which a Borrower or any ERISA Affiliate is making, has made, is accruing or has accrued an obligation to make, contributions within the preceding six years.

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"National Currency Unit" means a fraction or multiple of one euro expressed  
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in units of an Available EMU Currency. Offshore Currency Loans requested to be  
denominated in National Currency Units shall be available only in accordance  
with Section 1.5.

"Notes" means the collective reference to the Revolving Credit Notes;  
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"Note" means any one of such Notes.  
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"Notice of Account Designation" shall have the meaning assigned thereto in  
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Section 2.2(b).

"Notice of Conversion/Continuation" shall have the meaning assigned thereto  
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in Section 4.2.

"Notice of Prepayment" shall have the meaning assigned thereto in Section  
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2.3(c).

"Notice of Revolving Credit Borrowing" shall have the meaning assigned  
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thereto in Section 2.2(a).

"Notice of Swingline Borrowing" shall have the meaning assigned thereto in  
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Section 2.6(d).

"Obligations" means, in each case, whether now in existence or hereafter  
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arising: (a) the principal of and interest on (including interest accruing after  
the filing of any bankruptcy or similar petition) the Loans, and (b) all other  
fees and commissions (including reasonable and actual attorney's fees), charges,  
indebtedness, loans, liabilities, financial accommodations, obligations,  
covenants and duties owing by the Borrowers to the Lenders or the Administrative  
Agent, of every kind, nature and description, direct or indirect, absolute or  
contingent, due or to become due, contractual or tortious, liquidated or  
unliquidated, and whether or not evidenced by any note, in each case under or in  
respect of this Agreement, any Note, or any of the other Loan Documents.

"Officer's Compliance Certificate" shall have the meaning assigned thereto  
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in Section 7.2.

"Offshore Currency" means euro, any National Currency Unit, Australian  
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Dollars, Canadian Dollars, Japanese Yen, New Zealand Dollars, Sterling and Swiss  
Franc, and any Agreed Alternative Currency determined in accordance with Section  
2.9(e).

"Offshore Currency Loan" means any Offshore Rate Loan or Competitive Bid  
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Loan denominated in an Offshore Currency.

"Offshore Rate" means, for any Interest Period, with respect to an Offshore  
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Rate Loan, the rate of interest per annum (rounded upward to the next 1/100/th/  
of 1%) determined by the Administrative Agent as follows:

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$$\text{Offshore Rate} = \frac{\text{LIBOR}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

The Offshore Rate shall be adjusted automatically as to all Offshore Rate Loans  
then outstanding as of the effective date of any change in the Eurodollar  
Reserve Percentage.

"Offshore Rate Loan" means a Revolving Credit Loan or a Swingline Loan  
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bearing interest at a rate based upon the Offshore Rate as provided in Section  
4.1(a) and, if a Revolving Credit Loan made under the Multi-Year Facility, may  
be an Offshore Currency Loan or a Revolving Credit Loan denominated in Dollars.

"Operating Lease" shall mean, as to any Person, as determined in accordance  
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with GAAP, any lease of property (whether real, personal or mixed) by such  
Person as lessee which is not a Capital Lease.

"Operating Profit" means, as applied to any Person for any period, the

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operating revenue of such Person for such period, less (i) its costs of services for such period and (ii) its selling, general and administrative costs for such period but excluding therefrom all extraordinary gains or losses, all as determined and computed in accordance with GAAP

"Other Taxes" shall have the meaning assigned thereto in Section 4.11(b).  
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"Participating Member State" means each country so described in any EMU  
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Legislation.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and  
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defined in ERISA or any successor agency.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer  
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Plan, which is subject to the provisions of Title IV of ERISA or Section 412 of the Code and is maintained for the employees of a Borrower or any of its ERISA Affiliates.

"Permitted Securitization Subsidiary" shall mean any Subsidiary of the  
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Company that (i) is directly or indirectly wholly-owned by the Company, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction, (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Company or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing and (iv) such Permitted Securitization Subsidiary shall at all times be subject to each of the following: (A) it shall have at least one (1) member, manager, director or other similar person whose affirmative vote is required to permit such person to file a voluntary bankruptcy proceeding or to amend its formation documents, which member, manager, director or other similar person is not affiliated with the Company or any of its Consolidated Subsidiaries or a current or prior officer, director or employee of any of them, (B) it shall not be permitted to incur any Debt other than the Debt related to the Permitted Securitization Transaction, unless such Debt is non-recourse to such Permitted Securitization Subsidiary and is subordinated to the Debt

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incurred in connection with the Permitted Securitization Transaction, (C) it will not be permitted to merge or consolidate with any person other than another Permitted Securitization Subsidiary and (D) its formation documents shall contain and it shall be subject to such restrictive covenants relating to its operations as shall be required by independent counsel in order for such counsel to deliver a reasoned, market-standard "non-consolidation" opinion.

"Permitted Securitization Transaction" shall mean the transfer by the  
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Company or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided that (i) such transaction is non-recourse to the Company and its Consolidated Subsidiaries (excluding any related Permitted Securitization Subsidiary), except for Standard Securitization Undertakings and (ii) the aggregate total amount of all Debt outstanding to third parties under all Permitted Securitization Transactions shall not exceed \$250,000,000 in the aggregate outstanding at any time.

"Person" means an individual, corporation, limited liability company,  
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partnership, association, trust, business trust, joint venture, joint stock company, pool, syndicate, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity or group thereof.

"Pricing Level" means the level on the table of Applicable Percentages  
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corresponding to the Applicable Rating of the Company then in effect.

"Prime Rate" means, at any time, the rate of interest per annum in effect  
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at such time as publicly announced from time to time by Bank of America as its "prime rate". The rate publicly announced by Bank of America as its "prime rate" is set by Bank of America based upon various factors including Bank of America's cost and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate. Any change in the "prime rate" publicly announced by Bank of America shall take effect as of the opening of business on the day

specified in the public announcement of such change.

"Prior Bank Commitment" means the Company's committed credit facility

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evidenced by that certain Credit Agreement dated as of November 21, 1997 among the Company, the several financial institutions from time to time party thereto and Wachovia Bank, N.A., as administrative agent, as amended and modified prior to the Closing Date.

"Property" means any interest in any kind of property or asset, whether

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real, personal or mixed, or tangible or intangible.

"Real Property" of any Person shall mean all the right, title and interest

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of such Person in and to land, improvements and fixtures, including leaseholds.

"Reimbursement Obligation" means the obligation of a Borrower to reimburse

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each Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit issued at the request of the Company, on behalf of such Borrower.

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"Register" shall have the meaning assigned thereto in Section 13.9(c).

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"Reportable Event" shall mean an event described in Section 4043(c) of ERISA with respect to a Pension Plan that is subject to Title IV of ERISA other than those events as to which the 30-day notice period is waived under subsection .22, .23, .27 or .28 of PBGC Regulation Section 4043.

"Required Lenders" means, at any date, any combination of Lenders whose

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Aggregate Revolving Credit Commitment Percentage equals at least fifty-one percent (51%) of the Aggregate Revolving Credit Commitment or, if the Aggregate Revolving Credit Commitment has been terminated, any combination of Lenders who collectively hold at least fifty-one percent (51%) of the aggregate unpaid principal amount of the Extensions of Credit (excluding the aggregate unpaid principal amount of Competitive Bid Loans); provided that, for purposes of

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declaring the Loans to be due and payable pursuant to Article XI, and for all purposes after the Loans become due and payable pursuant to Article XI, the outstanding Competitive Bid Loans of the Lenders shall be included in the Lenders' respective Aggregate Revolving Credit Commitment or Extensions of Credit, as applicable, in determining the Required Lenders.

"Responsible Officer" means any of the following: the chairman, president,

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chief executive officer, chief financial officer or treasurer of the Company or any other officer of the Company reasonably acceptable to the Administrative Agent; provided that the term "Responsible Officer" shall be deemed to refer to

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only the treasurer or chief financial officer of the Company in connection with any matters involving the determination of financial covenant compliance or the certification of financial statements.

"Restricted Investments" means Investments in joint ventures and other

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Persons which are not Consolidated Subsidiaries. Restricted Investments shall not include Investments made in the acquisition of a Person which becomes a Consolidated Subsidiary upon the closing of such acquisition.

"Restricted Payment" means (i) any dividend or other payment or

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distribution, direct or indirect, on account of any shares of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding (including without limitation any payment in connection with any dissolution, merger, consolidation or disposition involving any of the Company or any of its Subsidiaries), or to the holders, in their capacity as such, of any shares of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding (other than dividends or distributions payable in Capital Stock of the applicable Person and dividends or distributions payable (directly or indirectly through Subsidiaries) to the Company or any Wholly-Owned Subsidiary of the Company), (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding (other than such transactions payable (directly or indirectly through Subsidiaries) to the Company or any Wholly-Owned Subsidiary of the Company) and (iii) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of the Company or any of its Subsidiaries (other than such payments payable (directly or

indirectly through Subsidiaries) to the Company or any Wholly-Owned Subsidiary of the Company).

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"Revolving Credit Loans" means the collective reference to the revolving

loans made to a Borrower pursuant to Section 2.2 under the 364 Day Facility or the Multi-Year Facility; "Revolving Credit Loan" means any of such Revolving Credit Loans.

"Revolving Credit Notes" means the collective reference to the Revolving

Credit Notes made by the applicable Borrower payable to the order of each Lender with a Multi-Year Facility Commitment or a 364 Day Facility Commitment, substantially in the form of Exhibit A-1 hereto or Exhibit A-2 hereto, as

appropriate, and any amendments and modifications thereto, any substitutes therefor, and any replacements, restatements, renewals or extensions thereof, in whole or in part; "Revolving Credit Note" means any of such Revolving Credit

Notes.

"S&P" means Standard & Poor's Ratings Services, a division of The

McGraw-Hill Companies, Inc. or any successor or assignee in the business of rating securities.

"Sale and Leaseback Transaction" means any direct or indirect arrangement

with any Person or to which any such Person is a party, providing for the leasing to any Borrower or Subsidiary thereof of any Property, whether owned by such Borrower or Subsidiary as of the Closing Date or later acquired, which has been or is to be sold or transferred by such Borrower or Subsidiary to such Person or to any other Person from whom funds have been, or are to be, advanced by such Person on the security of such Property.

"SEC Reports" shall have the meaning assigned thereto in Section 6.1(w).

"Spot Rate" for a currency means the rate quoted by the Administrative

Agent as the spot rate for the purchase by the Administrative Agent of such currency with another currency through its foreign exchange trading office at approximately 8:00 a.m. (Charlotte time) on the date two Business Days prior to the date as of which the foreign exchange computation is made.

"Standard Securitization Undertakings" shall mean any obligations and

undertakings of the Company and any Consolidated Subsidiary consisting of representations, warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"Sterling" means the currency of the United Kingdom.

"Subordinated Debt" means the collective reference to Debt of the Borrowers

or any Subsidiary thereof subordinated in right and time of payment to the Obligations and otherwise permitted hereunder.

"Subsidiary" means, with respect to any Person (the "parent") at any date,

any corporation, limited liability company, partnership, association or other entity the accounts of which would be Consolidated with those of the parent in the parent's Consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case

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of a partnership, more than fifty percent (50%) of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise qualified, references to "Subsidiary" or "Subsidiaries" herein shall refer to those of the Company.

"Support Obligation" means, with respect to any Person and its

Subsidiaries, without duplication, any obligation, contingent or otherwise, of any such Person pursuant to which such Person has directly or indirectly guaranteed any Debt of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of any such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term

Support Obligation shall not include (i) endorsements for collection or deposit in the ordinary course of business or (ii) a contractual commitment by one Person to invest in another Person for so long as such investment is expected to constitute a Permitted Investment.

"Swingline Lender" means Bank of America in its capacity as issuer of  
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any Swingline Loan.

"Swingline Loans" means the collective reference to the revolving loans  
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made pursuant to Section 2.6; "Swingline Loan" means any of such Swingline Loans.

"Swingline Maximum" means Thirty-Five Million Dollars (\$35,000,000).  
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"Swingline Termination Date" means the earlier to occur of (a) the  
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resignation of Bank of America as Swingline Lender and (b) the Multi-Year Facility Termination Date.

"TARGET" means the Trans-European Automated Real-time Gross settlement  
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Express Transfer system.

"TARGET Business Day" means a day when TARGET is open for business.  
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"Taxes" shall have the meaning assigned thereto in Section 4.11(a).  
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"Termination Date" means the 364 Day Facility Termination Date or the  
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Multi-Year Facility Termination Date, as the context requires.

"Termination Event" means any of the following: (a) the occurrence of a  
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Reportable Event, or (b) the withdrawal of a Borrower or any ERISA Affiliate from a Pension Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, or (c) the termination of a Pension Plan, the filing of a notice of intent to terminate a Pension Plan or the treatment of a Pension Plan amendment as a termination under Section 4041 of ERISA, or

(d) the institution of proceedings to terminate, or to seek the appointment of a trustee with respect to, any Pension Plan by the PBGC, or (e) any other event or condition which would constitute grounds under Section 4042(a) of ERISA for the termination of, or the appointment of a trustee to administer any Pension Plan, or (f) the partial or complete withdrawal of a Borrower or any ERISA Affiliate from a Multiemployer Plan, or (g) the imposition of a Lien pursuant to Section 412 of the Code or Section 302 of ERISA, or (h) any event or condition which results in the reorganization or insolvency of a Multiemployer Plan under Sections 4241 or 4245 of ERISA, (i) any event or condition which results in the termination of a Multiemployer Plan under Section 4041A of ERISA or the institution by PBGC of proceedings to terminate a Multiemployer Plan under Section 4042 of ERISA or (j) the withdrawal or partial withdrawal of any Borrower or ERISA Affiliate from a Multiemployer Plan.

"Transition Period" means the period established by EMU Legislation,  
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beginning on January 1, 1999 and ending on the Transition Period Cutoff Date, during which sums of money in the Participating Member States may be denominated in either euro or National Currency Units.

"Transition Period Cutoff Date" shall mean December 31, 2001, or such  
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other date as may be established by EMU Legislation.

"Treaty on European Union" means the Treaty of Rome of March 25, 1957,

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as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on February 1, 1992 and came into force on November 1, 1993), as amended from time to time.

"UCC" means, with respect to any Letter of Credit, the Uniform

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Commercial Code as in effect in the State in which the corporate headquarters of the relevant Issuing Lender is located or such other jurisdiction as is acceptable to the relevant Issuing Lender, as amended, restated or otherwise modified from time to time.

"Unfunded Current Liability" of any Pension Plan means the amount, if

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any, by which the actuarial present value of the accumulated plan benefits under the Pension Plan as of the close of its most recent year, determined in accordance with actuarial assumptions at such time consistent with Statement of Financial Accounting Standards No 87, exceeds the sum of (a) the market value of the assets allocable thereto and (b) \$100,000.

"United States" means the United States of America.

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"Utilization Fee" shall have the meaning assigned thereto in Section

4.3(d).

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"Utilization Fee Period" shall have the meaning assigned thereto in

Section 4.3(d).

"Wholly-Owned" means, with respect to a Subsidiary, that all of the

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shares of capital stock or other ownership interests of such Subsidiary (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such

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Subsidiary was incorporated or organized) are, directly or indirectly, owned or controlled by any Borrower and/or one or more of its Wholly-Owned Subsidiaries.

SECTION 1.2           General.

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Unless otherwise specified, a reference in this Agreement to a particular section, subsection, Schedule or Exhibit is a reference to that section, subsection, Schedule or Exhibit of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. Any reference herein to "Charlotte time," "San Francisco time" or "London time" shall refer to the applicable time of day in Charlotte, North Carolina, San Francisco, California or London, England, as applicable.

SECTION 1.3           Other Definitions and Provisions.

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(a) Use of Capitalized Terms. Unless otherwise defined therein, all capitalized terms defined in this Agreement shall have the defined meanings provided herein when used in this Agreement, the Notes and the other Loan Documents or any certificate, report or other document made or delivered pursuant to this Agreement.

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(b) Miscellaneous. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

SECTION 1.4           Currency Equivalents Generally.

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For all purposes of this Agreement (but not for purposes of the preparation of any financial statements delivered pursuant hereto), the equivalent in any Offshore Currency or other currency of an amount in Dollars, and the equivalent in Dollars of an amount in any Offshore Currency or other currency, shall be determined at the Spot Rate.

SECTION 1.5           Introduction of Euro; National Currency Unit Advances

; Etc.  
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(a) National Currency Unit Advances. Prior to the Transition Period

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Cutoff Date, and upon request by the Company, on behalf of a Borrower, in accordance with Section 2.2(a), Revolving Credit Loans that are Offshore Currency Loans may be funded and maintained in National Currency Units of the Available EMU Currency designated by such Borrower in its Notice of Revolving Credit Borrowing. Repayments of Offshore Currency Loans that were funded in National Currency Units pursuant to this Section shall be made in such National Currency Units; provided, however, that any Offshore Currency Loan that is (i) -----  
denominated in National Currency Units and (ii) outstanding as of the Transition Period Cutoff Date shall be automatically redenominated into euro as of the close of business on such date at the applicable Irrevocable Conversion Rate; and provided further that repayments of all such Offshore Currency Loans made -----  
after the Transition Period Cutoff Date shall be denominated in euro.

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After the Transition Period Cutoff Date, Offshore Currency Loans shall no longer be funded in National Currency Units.

(b) Conversions to Euro. For the avoidance of doubt, the parties hereto

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affirm and agree that neither the fixation of the conversion rate of an Available EMU Currency against the euro as a single currency, in accordance with the Treaty on European Union, nor the conversion of any Obligations under the Loan Documents from an Available EMU Currency, or National Currency Units, into euro, shall require the early termination of this Agreement or the prepayment of any amount due under the Loan Documents or create any liability of one party to another party for any direct or consequential loss arising from any of such events.

(c) Currency Translations; Rounding. Any translation from one currency

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or currency unit to another shall be at the rate specified herein or, if not so specified, then at the official rate of exchange legally recognized by the central bank of the country issuing such currency for the conversion of that currency or currency unit into the other. Any such translation shall be rounded up or down by the Administrative Agent acting in accordance with any Applicable Law on rounding or, if there is no such law, acting reasonably in accordance with its market practice.

(d) Changes in Currency. If a change in any currency of a country

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occurs, the Borrowers agree to negotiate promptly and in good faith an amendment to this Agreement that effectuates those modifications the Administrative Agent (acting reasonably and in consultation with the Company) specifies to be necessary to reflect the change in currency and to put the parties hereto in the same position, as far as possible, that they would have been in if no change in currency had occurred; provided that any such amendments will not adversely -----  
affect the Lenders.

ARTICLE II

CREDIT FACILITIES

SECTION 2.1 Amount and Terms of Credit.

(a) Description of Facilities. Upon the terms and subject to the

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conditions set forth in this Agreement: (i) the Lenders hereby grant to the Borrowers a short term revolving credit facility (the "364 Day Facility") and a -----  
multi-year revolving credit facility (the "Multi-Year Facility") pursuant to -----  
which each Lender severally agrees to make Revolving Credit Loans to the respective Borrowers in (x) in the case of the 364 Day Facility, Dollars and (y) in the case of the Multi-Year Facility, Dollars and Offshore Currencies, each in accordance with Section 2.2, and the Swingline Lender agrees to make Swingline Loans to the Company in Dollars in accordance with Section 2.6 and (ii) the parties hereto agree that each Lender may, in its sole discretion, make bids to make Competitive Bid Loans to the respective Borrowers in Dollars and Offshore Currencies, in accordance with Section 2.5; provided that (A) the aggregate -----  
principal Dollar Equivalent amount of all outstanding Revolving Credit Loans (after giving effect to any amount requested) made under the 364 Day Facility shall not exceed the 364 Day Facility Commitment; and the principal Dollar

the 364 Day Facility by any Lender shall not at any time exceed such Lender's 364 Day Facility Commitment; and (B) the aggregate principal Dollar Equivalent amount of all outstanding Revolving Credit Loans (after giving effect to any amount requested) made under the Multi-Year Facility plus the aggregate

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principal amount of all outstanding Swingline Loans made under the Multi-Year Facility (after giving effect to the amount of any Swingline Loans requested under the Multi-Year Facility and exclusive of Swingline Loans made under the Multi-Year Facility which are repaid with the proceeds of, and simultaneously with the incurrence of, Revolving Credit Loans under the Multi-Year Facility) shall not exceed the Multi-Year Facility Commitment less the sum of (x) all

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outstanding L/C Obligations plus (y) the aggregate principal Dollar Equivalent

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amount of all outstanding Competitive Bid Loans made under the Multi-Year Facility; and the principal Dollar Equivalent amount of outstanding Revolving Credit Loans made under the Multi-Year Facility by any Lender plus such Lender's

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pro rata share of its participation interests in all outstanding L/C Obligations and Swingline Loans shall not at any time exceed such Lender's Multi-Year Facility Commitment. Each Revolving Credit Loan made by a Lender under the 364 Day Facility or the Multi-Year Facility shall be in a principal Dollar Equivalent amount equal to such Lender's Commitment Percentage of the aggregate principal Dollar Equivalent amount of Revolving Credit Loans requested under such facility on such occasion.

(b) Application of Facilities. The Credit Facility established

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hereby shall be used by the Borrowers and their respective Subsidiaries to:

(i) refinance existing Debt of the Company and its Subsidiaries, including without limitation, Debt outstanding under the Prior Bank Commitment and Swingline Loans;

(ii) finance non-hostile acquisitions by the Company and its Subsidiaries that are permitted hereunder; and

(iii) finance the working capital, capital expenditures and other lawful corporate purposes of the Company and its Subsidiaries;

and, accordingly, each of the Borrowers shall apply all amounts raised by such Borrower hereunder in or towards satisfaction of such purposes and neither the Administrative Agent and the Lenders nor any of them shall be obliged to concern themselves with such application.

SECTION 2.2 Procedure for Advances of Revolving Credit Loans.

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(a) Requests for Revolving Credit Loans. The Company, on behalf

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of a Borrower, shall give the Administrative Agent irrevocable prior written notice in the form attached hereto as Exhibit B-1 (a "Notice of Revolving Credit

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Borrowing") not later than 11:00 a.m. (Charlotte time) (i) on the same Business

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Day of the date of borrowing for each Base Rate Loan, (ii) at least two (2) Business Days before each Offshore Rate Loan denominated in Dollars, and (iii) at least three (3) Business Days before each Offshore Currency Loan, of its intention to borrow, specifying (A) the date of such borrowing, which shall be a Business Day, (B) whether such Revolving Credit Loan is to be made under the 364 Day Facility or the Multi-Year Facility, (C)

the amount of such borrowing, which shall be in an amount equal to the unused amount of the 364 Day Facility Commitment or the Multi-Year Facility Commitment, as applicable, or if less, (x) with respect to Base Rate Loans, in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof, (y) with respect to Offshore Rate Loans denominated in Dollars, in an aggregate principal amount of \$5,000,000 or a whole multiple of \$500,000 in excess thereof and (z) with respect to Offshore Rate Loans denominated in an Offshore Currency, in an aggregate principal amount of a whole multiple of 500,000 units of such Offshore Currency in excess of an amount of such Offshore Currency having a Dollar Equivalent of \$5,000,000, (D) whether such Revolving Credit Loan is to be an Offshore Rate Loan or Base Rate Loan, (E) in the case of an Offshore Rate Loan, the duration of the Interest Period applicable thereto and in the case of Offshore Rate Loans made under the Multi-Year Facility, the Applicable Currency and (F) the name of the applicable Borrower. Notices received after 11:00 a.m. (Charlotte time) shall be deemed received on the next Business Day. The



Administrative Agent shall promptly notify the Lenders of each Notice of Revolving Credit Borrowing. The Dollar Equivalent amount of an Offshore Currency Loan will be determined by the Administrative Agent for such Offshore Currency Loan on the Determination Date therefor in accordance with Section 2.9(a).

(b) Disbursement of Revolving Credit Loans. Each Lender will make

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available to the Administrative Agent, for the accounts of the respective Borrowers, at the Administrative Agent's Office in funds immediately available to the Administrative Agent, such Lender's Commitment Percentage of the Revolving Credit Loans to be made on such borrowing date (i) in the case of a Revolving Credit Loan denominated in Dollars, no later than 2:00 p.m. (Charlotte time) on the proposed borrowing date and (ii) in the case of a Revolving Credit Loan that is an Offshore Currency Loan, by such time as the Administrative Agent may determine to be necessary for such funds to be credited on such date in accordance with normal banking practices in the place of payment. Each Borrower hereby irrevocably authorizes the Administrative Agent, and the Administrative Agent hereby agrees, to disburse the proceeds of each borrowing requested by the Company, on behalf of such Borrower, pursuant to this Section 2.2 in immediately available funds by no later than 3:00 p.m. (Charlotte time) on the proposed borrowing date by crediting or wiring such proceeds to the deposit account of such Borrower identified in the most recent notice of account designation, substantially in the form of Exhibit C hereto (a "Notice of Account

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Designation"), delivered by the Company, on behalf of such Borrower, to the

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Administrative Agent or as may be otherwise agreed upon by such Borrower and the Administrative Agent from time to time. Subject to Section 4.7 hereof, the Administrative Agent shall not be obligated to disburse the portion of the proceeds of any Revolving Credit Loan requested pursuant to this Section 2.2 for which any Lender is responsible to the extent that such Lender has not made available to the Administrative Agent its Commitment Percentage of such Revolving Credit Loan.

SECTION 2.3            Repayment of Loans.

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(a) Repayment on Termination Date. Each Borrower agrees to repay the

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outstanding principal amount of all Loans made to it under the 364 Day Facility in full on the 364 Day Facility Termination Date, with all accrued but unpaid interest thereon. Each Borrower agrees to repay the outstanding principal amount of all Loans made to it under, and its Reimbursement

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Obligation under, the Multi-Year Facility in full on the Multi-Year Facility Termination Date, with all accrued but unpaid interest thereon.

(b)            Mandatory Repayment of Loans.

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(i)    If at any time (A) the outstanding principal Dollar Equivalent amount of all Loans made under the 364 Day Facility exceeds the 364 Day Facility Commitment of all Lenders or (B) the sum of the outstanding principal Dollar Equivalent amount of all Loans made under the Multi-Year Facility and all outstanding L/C Obligations exceeds the Multi-Year Facility Commitment of all Lenders, in each case other than solely as a result of a change in applicable rates of exchange between Dollars and Offshore Currencies, the Borrowers agree to repay immediately upon notice from the Administrative Agent, by payment to the Administrative Agent for the account of the Lenders, Revolving Credit Loans, Swingline Loans or Competitive Bid Loans made to it, L/C Obligations incurred by it and/or furnish cash collateral reasonably satisfactory to the Administrative Agent, in an amount equal to such excess. Such cash collateral shall be applied in accordance with Section 11.2(b).

(ii)    If on any Determination Date, the Administrative Agent shall have determined that the aggregate principal Dollar Equivalent amount of all Loans and L/C Obligations then outstanding exceeds the Aggregate Revolving Credit Commitment by more than \$5,000,000 due to a change in applicable rates of exchange between Dollars and Offshore Currencies, then the Administrative Agent shall give notice to the Company that a prepayment is required under this Section 2.3(b)(ii) and each of the Borrowers agrees thereupon to make prepayments of Loans made to it within two (2) Business Days after the Company's receipt of such notice such that, after giving effect to such prepayments, the aggregate Dollar Equivalent amount of all Loans and L/C Obligations then outstanding does not exceed the Aggregate Revolving Credit Commitment.

(iii)    Notwithstanding anything to the contrary in Section 2.3(b)(ii), the mandatory repayment described in such Section of any

Offshore Rate Loans may be delayed until the last day of the Interest Period applicable to such Offshore Rate Loans; provided, that if the

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Borrowers so delay repayment of Offshore Rate Loans, the Borrowers shall deposit or cause to be deposited, on the day repayment would have otherwise been required, in a cash collateral account opened by the Administrative Agent, an amount equal to the aggregate principal amount of such delayed mandatory repayment of Offshore Rate Loans and any accrued but unpaid interest thereon. Any repayment of Offshore Rate Loans hereunder other than on the last day of the Interest Period applicable thereto shall be accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

(c) Optional Repayments. Each Borrower may at any time and from

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time to time repay the Revolving Credit Loans or Swingline Loans made to it, in whole or in part, upon at least two (2) Business Days irrevocable notice by the Company to the Administrative Agent with respect to Offshore Rate Loans and prior irrevocable notice on the same Business Day as the date of prepayment with respect to Base Rate Loans, in the form attached hereto as Exhibit D (a

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"Notice of Prepayment") specifying the date and amount of repayment; whether the

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repayment is of Revolving Credit Loans or Swingline Loans and whether such loans were made under the 364 Day Facility or the Multi-Year Facility, or a combination thereof, and, if a combination, the amount allocable to each; and whether the repayment is of Offshore Rate Loans, Base Rate Loans, or a combination thereof, and, if of a combination, the amount allocable to each. Upon receipt of such notice, the Administrative Agent shall promptly notify each Lender. If any such notice is given, the amount specified in such notice shall be due and payable on the date set forth in such notice. Partial repayments shall be in an aggregate amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof with respect to Base Rate Loans, \$500,000 or a whole multiple of \$100,000 in excess thereof with respect to Swingline Loans and \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof with respect to Offshore Rate Loans.

(d) Limitation on Repayment of Offshore Rate Loans. The Borrowers may

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not repay any Offshore Rate Loan on any day other than on the last day of the Interest Period applicable thereto unless such repayment is accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

(e) Limitation on Repayment of Competitive Bid Loans. The Borrowers may

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not repay any Competitive Bid Loan on any day other than on the last day of the Interest Period applicable thereto except, and on such terms, as agreed to by the Borrower to which the Competitive Bid Loan was made and the Lender which made such Competitive Bid Loan.

#### SECTION 2.4 Revolving Credit Notes.

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Each Lender's Revolving Credit Loans and the obligation of each Borrower to repay such Revolving Credit Loans made to it shall be evidenced by separate Revolving Credit Notes executed by each Borrower payable to the order of such Lender. Each Revolving Credit Note shall be dated the date hereof and shall bear interest on the unpaid principal amount thereof at the applicable interest rate per annum specified in Section 4.1.

#### SECTION 2.5 Competitive Bid Loans and Procedure.

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(a) Subject to the terms and conditions set forth herein, from time to time until the Multi-Year Facility Termination Date, the Company, on behalf of each Borrower, may request Competitive Bids under the Multi-Year Facility, and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Bid Loans, which shall be denominated in Dollars or Offshore Currencies; provided that the sum of the aggregate principal Dollar Equivalent

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amount of outstanding Revolving Credit Loans and Swingline Loans made under the Multi-Year Facility plus the aggregate principal Dollar Equivalent amount of

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outstanding Competitive Bid Loans made thereunder at any time shall not exceed the Multi-Year Facility Commitment less the sum of all outstanding L/C

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Obligations. To request Competitive Bids, the Company, on behalf of a Borrower, shall notify the Administrative Agent of such request by telephone, not later than 11:00 a.m. (Charlotte time) four (4) Business Days before the date of the proposed borrowing. Each such telephonic Competitive Bid Request shall be confirmed promptly by hand delivery or teletype to the Administrative Agent of a

Request in a form approved by the Administrative Agent and signed by the Company. Each such telephonic and written Competitive Bid Request shall specify the following information:

- (i) the identity of the Borrower;
- (ii) the aggregate amount of the requested borrowing, which shall be a minimum of \$5,000,000 (or the Dollar Equivalent thereof) and an integral multiple of 1,000,000 units of the applicable currency in excess thereof;
- (iii) whether such borrowing is to be made in Dollars or an Offshore Currency, and if an Offshore Currency, specifying such currency;
- (iv) the date of such borrowing, which shall be a Business Day;
- (v) the Interest Period to be applicable to such borrowing, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (vi) the location and number of the Borrower's account to which funds are to be disbursed.

The Company (on behalf of such Borrower) may request offers to make Competitive Bid Loans having up to 2 different stated maturity dates in a single Competitive Bid Request; provided that the request for each separate stated maturity date shall be deemed to be a separate Competitive Bid Request for a separate Competitive Bid Loans. Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Lenders of the details thereof by telecopy, inviting the Lenders to submit Competitive Bids.

(b) Each Lender may (but shall not have any obligation to) make one or more Competitive Bids to a Borrower in response to a Competitive Bid Request. Such Competitive Bids by a Lender may be for an amount greater than (or less than) such Lender's respective Commitments. Each Competitive Bid by a Lender must be in a form approved by the Administrative Agent and must be received by the Administrative Agent by telecopy, not later than 11:00 a.m. (Charlotte time) on the date which is three (3) Business Days' prior to the proposed date of such borrowing. Competitive Bids that do not conform substantially to the form approved by the Administrative Agent may be rejected by the Administrative Agent, and the Administrative Agent shall notify the applicable Lender as promptly as practicable. Each Competitive Bid shall specify (i) the principal amount (which shall be a minimum of \$5,000,000 (or the Dollar Equivalent thereof) and an integral multiple of 1,000,000 units of the applicable currency in excess thereof and which may equal the entire principal amount of the borrowing requested by the Borrower) of the Competitive Bid Loan or Loans that the applicable Lender is willing to make, (ii) the Competitive Bid Rate or Rates at which such Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places), (iii) the Interest Period applicable to each such Loan and the last day thereof, and (iv) the identity of the quoting Lender. Unless otherwise agreed by the Administrative Agent and the Borrower, no Competitive Bid Request shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the

applicable Competitive Bid Request (other than setting forth the maximum principal amounts of the Competitive Bid Loan which the quoting Lender is willing to make for the applicable Interest Period) and, in particular, no Competitive Bid Request may be conditioned upon acceptance by the Borrower of all (or some specified minimum) of the principal amount of the Competitive Bid Loan for which such Competitive Bid Request is being made.

(c) The Administrative Agent shall promptly (but in any event by no later than 3:00 p.m. (Charlotte time) on the date which is three (3) Business Days' prior to the proposed borrowing date) notify the Company, on behalf of the Borrower requesting Competitive Bids, by telecopy of the Competitive Bid Rate and the principal amount specified in each Competitive Bid and the identity of the Lender that shall have made such Competitive Bid.

(d) Subject only to the provisions of this paragraph, the Company, on behalf of the Borrower requesting Competitive Bids, may accept or reject any Competitive Bid. The Company, on behalf of such Borrower, shall notify the Administrative Agent by telephone, confirmed by telecopy in a form approved by the Administrative Agent, whether and to what extent it has decided to accept or reject each Competitive Bid, not later than 10:30 a.m. (Charlotte time) on the date which is two (2) Business Days prior to the date of the proposed borrowing;

provided that (i) the failure of the Company to give such notice shall be deemed

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to be a rejection of each Competitive Bid, (ii) such Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if such Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by such Borrower shall not exceed the aggregate amount of the requested borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, such Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Bid Loan unless such Competitive Bid Loan is in a minimum principal amount of \$5,000,000 (or the Dollar Equivalent thereof) and an integral multiple of 1,000,000 units of the applicable currency in excess thereof; provided further that if a Competitive

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Bid Loan must be in an amount less than \$5,000,000 (or the Dollar Equivalent thereof) because of the provisions of clause (iv) above, such Competitive Bid Loan may be for a minimum of 1,000,000 units of the applicable currency or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) above the amounts shall be rounded to integral multiples of 1,000,000 units of the applicable currency in a manner determined by the Borrower. A notice given by a Borrower pursuant to this paragraph shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Lender by telecopy whether or not its Competitive Bid has been accepted (and, if so, the amount and Competitive Bid Rate so accepted), and each successful bidder will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Bid Loan in respect of which its Competitive Bid has been accepted.

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(f) Not later than 2:00 p.m. (Charlotte time) on the proposed borrowing date, each Lender whose Competitive Bid has been accepted will make available to the Administrative Agent, for the account of the Borrower to whom the Competitive Bid Loan is to be made, at the office of the Administrative Agent in funds immediately available to the Administrative Agent, the amount of the Competitive Bid Loan to be made on such borrowing date by such Lender. Each Borrower hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each borrowing requested pursuant to this Section 2.5 in immediately available funds by crediting or wiring such proceeds to the deposit account of such Borrower identified in its most recent Notice of Account Designation or as may be otherwise agreed upon by such Borrower and the Administrative Agent from time to time. Subject to Section 4.7 hereof, the Administrative Agent shall not be obligated to disburse the proceeds of any Competitive Bid Loan requested pursuant to this Section 2.5 for which any Lender is responsible to the extent that such Lender has not made available to the Administrative Agent the amount of such Competitive Bid Loan.

(g) If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the Company, on behalf of the Borrower requesting Competitive Bids, at least one quarter of an hour earlier than the time by which the other Lenders are required to submit their Competitive Bids to the Administrative Agent pursuant to paragraph (b) of this Section.

(h) While any Competitive Bid Loan made under the Multi-Year Facility is outstanding, the Multi-Year Facility Commitment of each Lender shall be deemed used for all purposes by an amount equal to its pro rata share (based on its respective Multi-Year Facility Commitment Percentage) of the principal Dollar Equivalent amount of such Competitive Bid Loan.

(i) (i) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Competitive Bid Loan made by such Lender to such Borrower from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(ii) The entries maintained in the accounts maintained pursuant to paragraph (i) shall be prima facie evidence of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of

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the Administrative Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of each Borrower to repay the Obligations in accordance with their terms.

(iii) The Competitive Bid Loans made by each Lender shall be evidenced by such Lender's respective Revolving Credit Notes.

(j) Each Borrower shall repay the outstanding principal amount of each

Competitive Bid Loan made to it in full on the last day of the Interest Period applicable thereto, with all accrued but unpaid interest thereon. Competitive Bid Loans may not be repaid prior to the last day of the applicable Interest Period except in accordance with Section 2.3(b) and (e).

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(k) Each Borrower shall pay a fee to the Administrative Agent equal to \$1,200 for each Competitive Bid Loan requested by such Borrower.

SECTION 2.6           Swingline Loans and Procedure.  
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(a) Swingline Loans. Subject to the terms and conditions set forth herein,  
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from time to time until the Swingline Termination Date, the Swingline Lender, at the request of the Company and at the sole discretion of the Swingline Lender, may make, under the Multi-Year Facility, a revolving loan or revolving loans (each a "Swingline Loan" and, collectively, the "Swingline Loans") to the

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Company, which Swingline Loans (i) shall be denominated in Dollars, (ii) may be repaid and reborrowed in accordance with the provisions hereof, (iii) shall not exceed in aggregate principal amount at any time outstanding, when combined with the sum of the aggregate principal Dollar Equivalent amount of outstanding Revolving Credit Loans made under the Multi-Year Facility plus the aggregate

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principal amount of Competitive Bid Loans made thereunder at any time, the Multi-Year Facility Commitment less the sum of all outstanding L/C Obligations,  
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(iv) shall not exceed in aggregate principal amount at any time outstanding the Swingline Maximum and (v) shall bear interest at the Base Rate. Notwithstanding anything to the contrary contained in this Section 2.6(a), (x) the Swingline Lender shall not be obligated to make any Swingline Loans at a time when a Lender Default exists unless the Swingline Lender has entered into arrangements satisfactory to it and the Company to eliminate the Swingline Lender's risk with respect to the Defaulting Lender's or Lenders' participation in such Swingline Loans, including by cash collateralizing such Defaulting Lender's or Lenders' Commitment Percentage of the outstanding Swingline Loans and (y) the Swingline Lender shall not make any Swingline Loan after it has received written notice from any Borrower or the Required Lenders stating that a Default or an Event of Default exists and is continuing until such time as the Swingline Lender shall have received written notice (A) of rescission of all such notices from the party or parties originally delivering such notice or (B) of the waiver of such Default or Event of Default by the Required Lenders.

(b) Mandatory Borrowings.  
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(i) On any Business Day, the Swingline Lender may, in its sole discretion, advise the Administrative Agent to give notice to the Lenders that the Swingline Lender's outstanding Swingline Loans under the Multi-Year Facility shall be funded with one or more borrowings of Revolving Credit Loans made to the Company and denominated in Dollars (provided that such notice shall be deemed to have been automatically given

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with respect to outstanding Swingline Loans upon the occurrence of a Default or an Event of Default under Section 11.1(i) or (j)), in which case one or more borrowings of Revolving Credit Loans under the Multi-Year Facility constituting Base Rate Loans (each such Borrowing, a "Mandatory

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Borrowing") shall be made on the immediately succeeding Business Day by all

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Lenders in accordance with each Lender's Commitment Percentage and the proceeds thereof shall be applied directly by the Administrative Agent to repay the Swingline Lender for such outstanding Swingline Loans. Each Lender hereby irrevocably agrees to make Revolving Credit Loans to the Company upon one Business Day's notice pursuant to each Mandatory Borrowing in the amount and in the manner specified in the preceding sentence and on the date specified in writing by the

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Administrative Agent notwithstanding (A) the amount of the Mandatory Borrowing may not comply with the minimum borrowing amount otherwise required hereunder, (B) whether any conditions specified in Section 5.2 are then satisfied, (C) whether a Default or an Event of Default then exists, (D) the date of such Mandatory Borrowing and (E) whether the Revolving Credit Loans comprising the Mandatory Borrowing would, when combined with the sum of the aggregate principal amount of outstanding Revolving Credit Loans made under the Multi-Year Facility, outstanding L/C Obligations and the aggregate principal amount of Competitive Bid Loans made under the Multi-Year Facility, exceed the Multi-Year Facility Commitment at such time (so long as outstanding Swingline Loans do not exceed the Swingline

Maximum). In the event that any Mandatory Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the occurrence of a Bankruptcy Event with respect to any Borrower), then each Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from the respective Borrower on or after such date and prior to such purchase) from the Swingline Lender such participations in the outstanding Swingline Loans made under the Multi-Year Facility as shall be necessary to cause the Lenders to share in such Swingline Loans ratably based upon their respective Commitment Percentages, provided that (x) all interest payable

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on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective participation is required to be purchased and, to the extent attributable to the purchased participation, shall be payable to the participant from and after such date and (y) at the time any purchase of participations pursuant to this sentence is actually made, the purchasing Lender shall be required to pay the Swingline Lender interest on the principal amount of participations purchased for each day from and including the day upon which the Mandatory Borrowing would otherwise have occurred to but excluding the date of payment for such participation, at the overnight Federal Funds Rate for the first three days and at the rate otherwise applicable to Base Rate Loans hereunder for each day thereafter.

(ii) To the extent amounts received from the Lenders pursuant to Section 2.6(b)(i) above are not sufficient to repay in full the outstanding Swingline Loans requested or required to be repaid, the Company agrees to pay to the Swingline Lender on demand the amount required to repay such Swingline Loans in full. In addition, the Company hereby authorizes the Administrative Agent to charge any account maintained by the Company with the Swingline Lender (up to the amount available therein) in order to immediately pay the Swingline Lender the amount of such Swingline Loans to the extent amounts received from the Lenders are not sufficient to repay in full the outstanding Swingline Loans requested or required to be repaid. If any portion of any such amount paid to the Swingline Lender shall be recovered by or on behalf of the Company from the Swingline Lender in bankruptcy or otherwise, the loss of the amount so recovered shall be ratably shared among all the Lenders in accordance with their respective Commitment Percentages.

(c) Amount of Each Swingline Borrowing. Each Swingline Loan shall be made

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in an aggregate principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof.

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(d) Notice of Borrowing.

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(i) The Company shall give the Swingline Lender irrevocable prior written notice (a "Notice of Swingline Borrowing") substantially in the

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form attached as Exhibit B-2 no later than 11:30 a.m. (Charlotte time) on

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the same Business Day as each Base Rate Loan of its intention to borrow, specifying (A) the date of such borrowing, which shall be a Business Day, and (B) the amount of such borrowing, which shall be in an amount equal to the unused amount of the Swingline Maximum or less. Notices received after 11:30 a.m. (Charlotte time) shall be deemed received on the next Business Day.

(ii) Mandatory Borrowings shall be made upon the notice specified in Section 2.6(b), with the Company irrevocably agreeing, by its incurrence of any Swingline Loan, to the making of the Mandatory Borrowings as set forth in Section 2.6(b).

(e) Disbursement of Funds. Not later than 2:00 p.m. (Charlotte time) on

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the proposed borrowing date, the Swingline Lender will make available to the Administrative Agent, for the account of the Company, at the office of the Administrative Agent in funds immediately available to the Administrative Agent, the amount of the Swingline Loan to be made on such borrowing date. In the case of Mandatory Borrowings, no later than 2:00 p.m. (Charlotte time) on the date specified in Section 2.6(b), each Lender will make available to the Administrative Agent, for the account of the Company, at the office of the Administrative Agent in funds immediately available to the Administrative Agent, such Lender's Commitment Percentage of Mandatory Borrowings to be made on such borrowing date. The Company hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each borrowing requested pursuant to this Section 2.6 in immediately available funds by crediting or wiring such proceeds to the deposit account of the Company identified in the most recent Notice of Account Designation or as may be otherwise agreed upon by the Company and the

Administrative Agent from time to time or, in the case of Mandatory Borrowings, in the manner specified in Section 2.6(b)(i). Subject to Section 4.7 hereof, the Administrative Agent shall not be obligated to disburse the proceeds of any Swingline Loan requested pursuant to this Section 2.6 to the extent that the Swingline Lender has not made available to the Administrative Agent the amount of such Swingline Loan.

(f) Notes. The Swingline Lender's Swingline Loans shall be evidenced by -----  
such Lender's respective Revolving Credit Notes issued by the Company.

(g) Usage Under Multi-Year Facility Commitments. While any Swingline Loan -----  
made under the Multi-Year Facility is outstanding, the Multi-Year Facility Commitment of each Lender shall be deemed used for all purposes by an amount equal to its pro rata share (based on its respective Multi-Year Facility Commitment Percentage) of the principal amount of such Swingline Loan.

(h) Notice to the Administrative Agent. The Swingline Lender shall -----  
promptly give notice to the Administrative Agent of all Swingline Loans made hereunder, and all repayments of such Swingline Loans.

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SECTION 2.7                    Commitment Reductions and Increases.  
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(a) Voluntary Reduction. The Borrowers shall have the right at any time -----  
and from time to time, upon at least four (4) Business Days' prior written notice by the Company to the Administrative Agent, to permanently reduce, without premium or penalty (except as provided below), (i) (A) the entire 364 Day Facility Commitment at any time or (B) portions of the 364 Day Facility Commitment from time to time in an aggregate principal Dollar Equivalent amount not less than \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof or (ii) (A) the entire Multi-Year Facility Commitment at any time or (B) portions of the Multi-Year Facility Commitment from time to time, in an aggregate principal Dollar Equivalent amount not less than \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof.

(b) Payments Related to a Commitment Reduction.  
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(i) Each permanent reduction of the 364 Day Facility Commitment made pursuant to this Section 2.7 or otherwise shall be accompanied, if necessary, by a payment of principal sufficient to reduce the aggregate outstanding Revolving Credit Loans made under the 364 Day Facility to the amount of the new 364 Day Facility Commitment after such reduction to the 364 Day Facility Commitment. Any permanent reduction of the 364 Day Facility Commitment to zero (including upon termination of the 364 Day Facility on the 364 Day Facility Termination Date) shall be accompanied by payment of all outstanding Revolving Credit Loans made under the 364 Day Facility and shall result in the termination of the 364 Day Facility Commitment and the 364 Day Facility. If the reduction of the 364 Day Facility Commitment requires the repayment of any Offshore Rate Loan, such repayment shall be accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

(ii) Each permanent reduction of the Multi-Year Facility Commitment made pursuant to this Section 2.7 or otherwise shall be accompanied, if necessary, by a payment of principal sufficient to reduce the aggregate outstanding Revolving Credit Loans and Swingline Loans made under the Multi-Year Facility and L/C Obligations, as applicable, to the amount of the new Multi-Year Facility Commitment after such reduction to the Multi-Year Facility Commitment and, if the Multi-Year Facility Commitment as so reduced is less than the aggregate amount of all outstanding Letters of Credit, the Borrowers shall be required to deposit in a cash collateral account opened by the Administrative Agent an amount equal to the amount by which the aggregate then undrawn and unexpired amount of such Letters of Credit exceeds the Multi-Year Facility Commitment as so reduced. Such cash collateral shall be applied in accordance with Section 11.2(b). Any permanent reduction of the Multi-Year Facility Commitment to zero (including upon termination of the Multi-Year Facility on the Multi-Year Facility Termination Date) shall be accompanied by payment of all outstanding Revolving Credit Loans and Swingline Loans made under the Multi-Year Facility (and furnishing of cash collateral satisfactory to the Administrative Agent for all L/C Obligations) and shall result in the termination of the Multi-Year Facility Commitment and the Multi-Year Facility. If the reduction of the Multi-Year Facility Commitment requires the repayment

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of any Offshore Rate Loan, such repayment shall be accompanied by any amount required to be paid pursuant to Section 4.9 hereof. Notwithstanding anything herein to the contrary, the Multi-Year Facility Commitment may not be permanently reduced by such an amount so that after such reduction, the Multi-Year Facility Commitment is less than the aggregate amount of all unpaid principal of and interest on outstanding Competitive Bid Loans made under the Multi-Year Facility.

(c) Commitment Increases. Subject to the terms and conditions set forth

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herein, upon five (5) Business Days' advance written notice to the Administrative Agent, the Borrowers shall have the right, at any time and from time to time from the Closing Date until December 31, 2001, to increase the Aggregate Revolving Credit Commitment to up to \$525,000,000; provided that (i)

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the 364 Day Facility Commitment and the Multi-Year Facility Commitment shall be increased on a pro rata basis, (ii) any such increase shall be in a minimum

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principal amount of \$10,000,000 and an integral multiple of \$5,000,000 in excess thereof, (iii) if any Revolving Credit Loans are outstanding under a Credit Facility at the time of any such increase, the Company shall make such payments and adjustments on such Revolving Credit Loans (including payment of any break-funding amount owing under Section 4.9) as are necessary to give effect to the revised commitment percentages and commitment amounts of the Lenders, (iv) the conditions to an Extension of Credit in Sections 5.2 shall be satisfied after giving effect to any such increase and (v) the effective date of such increase shall be a Business Day. It is hereby agreed that no Lender hereunder shall be under any obligation under this Section 2.7(c) to increase its Commitment. The requested Aggregate Revolving Credit Commitment increase shall be effective on such date only to the extent that, on or before such date, (A) the Administrative Agent shall have received and accepted a corresponding amount of additional Commitment(s) pursuant to a commitment letter(s) acceptable to the Administrative Agent from one or more Lenders acceptable to the Administrative Agent and, with respect to any Lender that is not at such time a Lender hereunder, to the Borrowers, and (B) each such Lender has executed an agreement in the form of Exhibit E hereto (each such agreement a "New Commitment

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Agreement"), accepted in writing therein by the Administrative Agent and, with

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respect to any Lender that is not at such time a Lender hereunder, by the Borrowers, with respect to the additional Commitment of such Lender.

Upon the effectiveness of the Aggregate Revolving Credit Commitment increase, the Administrative Agent shall replace Schedule 1.1(a) with a new  
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schedule to reflect any increased Commitments of the Lenders and/or any new Lenders.

SECTION 2.8 Termination; Extension Options.  
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(a) Termination of 364 Day Facility. The 364 Day Facility shall terminate  
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on the earliest of (a) the 364 Day Facility Specified Maturity Date, unless the 364 Day Facility Specified Maturity Date is otherwise extended by the Lenders, in their sole and absolute discretion, (b) the date of termination of the 364 Day Facility Commitment by the Company pursuant to Section 2.7(a), and (c) the date of termination by the Administrative Agent on behalf of the Lenders pursuant to Section 11.2(a). Upon the written request of the Company, which request shall be delivered to the Administrative Agent no more than 60 days, and not less than 30 days, prior to the then existing the 364 Day Facility Specified Maturity Date, the Lenders shall have the option (without any obligation whatsoever so to do) of extending the 364 Day Facility

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Specified Maturity Date for additional 364-day periods on each then existing the 364 Day Facility Specified Maturity Date. Each Lender shall notify the Company and the Administrative Agent no more than 30 days, and not less than 20 days, prior to the then existing the 364 Day Facility Specified Maturity Date whether or not it chooses to extend the 364 Day Facility Specified Maturity Date for such an additional 364-day period (but any Lender which fails to give such notice within such period shall be deemed not to have extended); provided, that the 364 Day Facility Specified Maturity Date shall not be extended with respect to any of the Lenders unless, on or before the then existing the 364 Day Facility Specified Maturity Date, as to the Commitment of any Lender which gave notice that it chooses not to extend, or which is deemed pursuant to the foregoing not to have extended (any such Lender being a "Terminating Lender"), one of the following shall occur:

(i) the remaining Lenders shall purchase ratable assignments (without any obligation so to do) from such Terminating Lender (in the form of an Assignment and Acceptance) in accordance with their respective percentage of



the remaining Aggregate Commitments; provided, that, such Lenders shall be provided such opportunity (which opportunity shall allow such Lenders at least 50 Business Days in which to make a decision) prior to the Company finding another bank pursuant to the immediately succeeding clause (ii); and, provided, further, that, should any of the remaining Lenders elect not to purchase such an assignment, then, such other remaining Lenders shall be entitled to purchase an assignment from any Terminating Lender which includes the ratable interest that was otherwise available to such non-purchasing remaining Lender or Lenders, as the case may be, or

(ii) the Company shall find another lender, acceptable to the Administrative Agent, willing to accept an assignment from such Terminating Lender (in the form of an Assignment and Acceptance) on or before the then existing 364 Day Facility Specified Maturity Date, or

(iii) on the then existing 364 Day Facility Specified Maturity Date, the Company shall reduce the aggregate Commitments in an amount equal to the Commitment of any such Terminating Lender and pay all amounts due to such Terminating Lender at that time.

(b) Termination of Multi-Year Facility. The Multi-Year Facility shall  
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terminate on the earliest of (a) the Multi-Year Facility Specified Maturity Date, (b) the date of termination of the Multi-Year Facility Commitment by the Company pursuant to Section 2.7(a), and (c) the date of termination by the Administrative Agent on behalf of the Lenders pursuant to Section 11.2(a).

(c) Term Out Option. At the Company's election and subject to the  
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terms and conditions set forth herein, in the event of a CSC Put and not less than ten (10) Business Days prior to the making of any payment by the Company or its Subsidiaries in connection with the CSC Put, the Company may deliver to the Administrative Agent a written notice requesting an extension of the 364 Day Specified Maturity Date (which notice the Administrative Agent shall promptly transmit to each Lender), such extension to become effective upon the earlier of the consummation of the CSC Put and the 364 Day Specified Maturity Date (the "Extension Effective Date"). So long as no Default or Event of Default exists on  
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the Extension Effective Date, the otherwise applicable 364 Day Specified Maturity Date shall be automatically (without

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any Lender or Administrative Agent consent) extended to the first anniversary of the Extension Effective Date. No additional borrowings may be made under the 364 Day Facility following the Extension Effective Date and any amounts repaid on Loans outstanding under such facility after the Extension Effective Date may not be reborrowed.

SECTION 2.9 Utilization of Revolving Commitments in Offshore Currencies.  
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(a) The Administrative Agent will determine the Dollar Equivalent amount with respect to any (i) Revolving Credit Loan or Competitive Bid Loan that is an Offshore Currency Loan as of the requested borrowing date and as of any requested continuation date, (ii) outstanding Offshore Currency Loan, as of each Interest Payment Date relating to such Loan and (iii) Letters of Credit denominated in an Offshore Currency, as of the requested issuance date and the first Business Day of each calendar month, and, during the occurrence and continuation of an Event of Default, such other dates as may be requested by the Required Lenders (but in no event more frequently than once a week) (each such date under clause (i), (ii) and (iii), a "Determination Date").  
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(b) The Lenders shall be under no obligation to make Revolving Credit Loans in a requested Offshore Currency if the Administrative Agent has received notice from the Required Lenders by 12:30 p.m. (Charlotte time) two Business Days prior to the date of a requested borrowing of an Offshore Currency Loan that deposits in the relevant Offshore Currency (in the applicable amounts) are not being offered to such Lenders in the interbank eurocurrency market for such Interest Period in which event the Administrative Agent will give notice to the Company, on behalf of such Borrower requesting such Offshore Currency Loan, no later than 1:30 p.m. (Charlotte time) on the second Business Day prior to the requested date of such borrowing that the borrowing in the requested Offshore Currency is not then available, and notice thereof will also be given promptly by the Administrative Agent to the Lenders. If the Administrative Agent shall have notified the Company that any requested Offshore Currency Loan is not then available, the Notice of Revolving Credit Borrowing relating to such requested Offshore Currency Loan shall be deemed to be withdrawn, the borrowing requested therein shall not occur and the Administrative Agent will promptly so notify each Lender.

(c) In the case of a proposed continuation of an Offshore Currency Loan for an additional Interest Period pursuant to Section 4.2, the Lenders

shall be under no obligation to continue such Offshore Currency Loan if the Administrative Agent has received notice from the Required Lenders by 12:30 p.m. (Charlotte time) two Business Days prior to the requested date of such continuation that deposits in the relevant Offshore Currency (in the applicable amounts) are not being offered to such Lenders in the interbank eurocurrency market for such Interest Period in which event the Administrative Agent will give notice to the Company, on behalf of the Borrower requesting such continuation, no later than 1:30 p.m. (Charlotte time) on the second Business Day prior to the requested date of such continuation that the continuation of such Offshore Currency Loan is not then available, and notice thereof will also be given promptly by the Administrative Agent to the Lenders. If the Administrative Agent shall have notified the Company, on behalf of the Borrower requesting continuation of an Offshore Currency Loan, that the requested continuation is not then available, the Notice of Continuation

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with respect thereto shall be deemed to be withdrawn and such Offshore Currency Loan shall be repaid on the last day of the Interest Period with respect thereto.

(d) Notwithstanding anything herein to the contrary, during the existence of a payment Default or an Event of Default, and at the request of the Required Lenders (or, in the case of a Competitive Bid Loan made in an Offshore Currency, the Lender that has made such Loan), all or any part of outstanding Offshore Currency Loans shall be redenominated and converted into their Dollar Equivalent of Base Rate Loans in Dollars on the last day of the Interest Period applicable to any such Offshore Currency Loans. The Administrative Agent will promptly notify the Company and the Lenders of any such redenomination and conversion request.

(e) The Company shall be entitled to request that Revolving Credit Loans hereunder also be permitted to be made to a Borrower in any other lawful currency (other than Dollars), in addition to the currencies specified in the definition of "Offshore Currency" in Section 1.1, that in the opinion of the Administrative Agent and all of the Lenders is at such time freely traded in the offshore interbank foreign exchange markets, freely transferable and freely convertible into Dollars and readily utilized for the settlement of private international debt transactions (an "Agreed Alternative Currency"). The Company

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shall deliver in writing to the Administrative Agent any request for designation of an Agreed Alternative Currency in accordance with Section 13.1, to be received by the Administrative Agent not later than 11:00 a.m. (Charlotte time) at least 10 Business Days in advance of the date of any borrowing hereunder proposed to be made in such Agreed Alternative Currency. Upon receipt of any such request the Administrative Agent will promptly notify the Lenders thereof, and each Lender will use its commercially reasonable efforts to respond to such request within five (5) Business Days of receipt thereof. Each Lender may grant or accept such request in its sole discretion. The Administrative Agent will promptly notify the Company of the acceptance or rejection of any such request.

#### SECTION 2.10 Designated Borrowers.

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(a) Addition of Designated Borrower. Equifax Plc constitutes a  
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Designated Borrower as of the Closing Date. The Company may request designation of any of its other Wholly-Owned Subsidiaries (an "Applicant Borrower") as a  
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Designated Borrower hereunder by delivery of such a request to the Administrative Agent together with an executed copy of a Borrower Joinder Agreement in substantially the form attached hereto as Exhibit F. The  
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Administrative Agent will promptly notify the Lenders of any such request together with a copy of the Borrower Joinder Agreement executed by the Applicant Borrower. The joinder of each Applicant Borrower as a designated Borrower will be subject to delivery of executed promissory notes, if any, required in connection therewith, and supporting resolutions, articles of incorporation, incumbency certificates, opinions of counsel and such other items as the Administrative Agent and/or the Required Lenders may reasonably request. Any such addition of a Designated Borrower shall be effective five Business Days after receipt by the Administrative Agent of the items required by the Administrative Agent and/or the Required Lenders in connection therewith. Such Designated Borrower shall thereupon become a party hereto and a Designated Borrower hereunder and shall be (i) entitled to all rights and benefits of

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a Borrower hereunder and under each instrument executed pursuant hereto and (ii) subject to all obligations of a Borrower hereunder and thereunder.

(b) Removal of a Designated Borrower. The Company may request that any  
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of its Wholly-Owned Subsidiaries that is a Designated Borrower hereunder cease to be a Designated Borrower by delivering to the Administrative Agent (which shall promptly deliver copies thereof to each Lender) a written notice to such effect. Such Designated Borrower shall cease to be a Borrower hereunder and be released of all of its obligations and liabilities as a Borrower hereunder and under the other Loan Documents on the later to occur of (i) the date the Administrative Agent receives such request and (ii) the date such Borrower has paid all of its Loans and all accrued and unpaid interest, fees and other Obligations owing by it hereunder or in connection herewith.

SECTION 2.11 Limitation on Liability.  
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Notwithstanding anything in this Article II or in any other provision of this Agreement or any other Loan Document to the contrary, the obligations of the Borrowers (other than the Company) to repay the Lenders for any Loans made available to the Borrowers hereunder are several and not joint and several obligations of the Borrowers. Accordingly, no Borrower (other than the Company) shall be obligated to repay the principal amount of or to pay accrued interest on any Loans made by the Lenders to any other Borrower.

ARTICLE III

LETTER OF CREDIT FACILITY

SECTION 3.1 L/C Commitment.  
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Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Lenders set forth in Section 3.4(a), agrees to issue standby and/or commercial Letters of Credit for the account of the requesting Borrower on any Business Day from the Closing Date through but not including the Multi-Year Facility Termination Date in such form as may be approved from time to time by such Issuing Lender; provided that no Issuing

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Lender shall issue any Letter of Credit if, after giving effect to such issuance, (a) the L/C Obligations would exceed the L/C Commitment or (b) the sum of (i) the aggregate principal Dollar Equivalent amount of outstanding Revolving Credit Loans made under the Multi-Year Facility, (ii) the aggregate principal amount of outstanding Swingline Loans made under the Multi-Year Facility, (iii) the aggregate principal amount of L/C Obligations and (iv) the aggregate principal amount of Competitive Bid Loans made under the Multi-Year Facility, would exceed the Multi-Year Facility Commitment. Each Letter of Credit shall (A) be denominated in Dollars or an Offshore Currency, (B) be a letter of credit issued to support obligations of a Borrower or any of its Subsidiaries, contingent or otherwise, permitted to be incurred hereunder, (C) not have an original expiry date more than one year from the date of issuance thereof (provided that any such Letter of Credit (x) may contain customary "evergreen" provisions pursuant to which the expiry date is automatically extended by a specific time period unless the Issuing Lender gives notice to the beneficiary of such Letter of Credit at least a specified

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time period prior to the expiry date then in effect and/or (y) may have an expiration date more than one year from the date of issuance if required under related industrial revenue bond documents and agreed to by the Issuing Lender) and (D) as originally issued or as extended, have an expiry date extending beyond the date five (5) days prior to the Termination Date. Unless otherwise expressly agreed by the Issuing Lender and the applicable Borrower when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) (the "ISP")

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shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce (the "ICC") at the time of issuance (including

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the ICC decision published by the Commission on Banking Technique and Practice on April 6, 1998 regarding the European single currency (euro)) shall apply to each commercial Letter of Credit. No Issuing Lender shall at any time be obligated to issue any Letter of Credit hereunder if (a) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Lender from issuing such Letter of Credit, (b) any Applicable Law applicable to such Issuing Lender or any request or directive (whether or not having the force of law) from any Governmental Authority having jurisdiction over such Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance of letters of credit generally or such Letter of Credit in particular, (c) any Applicable Law applicable to such Issuing Lender shall impose upon such Issuing Lender with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Lender would not otherwise be compensated hereunder) which was not in effect on the Closing Date and which such Issuing Lender in good faith deems material to it, (d) any Applicable Law applicable to such Issuing Lender shall

impose upon such Issuing Lender with respect to such Letter of Credit any loss, cost or expense (for which such Issuing Lender would not otherwise be reimbursed hereunder) which was not applicable on the Closing Date and which such Issuing Lender in good faith deems material to it, or (e) the issuance of such Letter of Credit would violate one or more policies of the Issuing Lender. References herein to "issue" and derivations thereof with respect to Letters of Credit shall also include extensions or modifications of any existing Letters of Credit, unless the context otherwise requires.

SECTION 3.2 Procedure for Issuance of Letters of Credit.  
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(a) The Company, on behalf of any Borrower, may from time to time request that any Issuing Lender issue a Letter of Credit (or amend, extend or renew an outstanding Letter of Credit) by delivering to such Issuing Lender (with a copy to the Administrative Agent) at the office of the Issuing Lender set forth on Schedule 13.1 or such other office mutually acceptable to such Borrower and such Issuing Lender an L/C Application therefor, completed to the satisfaction of such Issuing Lender and signed by a Responsible Officer. The L/C Application must be received by the relevant Issuing Lender (and the Administrative Agent) by no later than 11:00 a.m. Charlotte time at least two (2) Business Days (or such later date and time as the relevant Issuing Lender may agree in a particular instance in its sole discretion) prior to the requested issuance date (or requested amendment, extension or renewal date). In the case of a request for an initial issuance of a Letter of Credit, the L/C Application shall specify in form and detail satisfactory to the relevant Issuing Lender: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date

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thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the Applicable Currency; (H) the name of the Borrower account party and (I) such other matters as the relevant Issuing Lender may require. In the case of a request for an amendment of any outstanding Letter of Credit, the L/C Application shall specify in form and detail satisfactory to the relevant Issuing Lender: (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the relevant Issuing Lender may require.

(b) Promptly after receipt of any L/C Application, the relevant Issuing Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such L/C Application from the applicable Borrower and, if not, the relevant Issuing Lender will provide the Administrative Agent with a copy thereof. Upon receipt by the relevant Issuing Lender of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, the relevant Issuing Lender shall, on the requested date, issue a Letter of Credit for the account of such Borrower or enter into the applicable amendment, as the case may be, in each case in accordance with the relevant Issuing Lender's usual and customary business practices.

(c) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the relevant Issuing Lender will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(d) On the last Business Day of each calendar quarter, each Issuing Lender (or the Administrative Agent if the Administrative Agent agrees to undertake such action) shall report to each Lender all Letters of Credit issued by it during the previous calendar quarter and the average daily undrawn and unexpired amounts for all Letters of Credit for each day in such calendar quarter.

SECTION 3.3 Fees and Other Charges.  
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(a) Each Borrower agrees to pay to the Administrative Agent, for the account of each Issuing Lender and the L/C Participants, a letter of credit fee (the "L/C Fee") with respect to each Letter of Credit requested by the Company

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on behalf of such Borrower and issued by such Issuing Lender in an amount equal to the Applicable Percentage for L/C Fee times the average daily undrawn amount

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of such issued Letters of Credit as reported by such Issuing Lender (or the Administrative Agent) pursuant to Section 3.2. Such fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter, commencing on the first of such dates to occur after the Closing, and on the Multi-Year Facility Termination Date. Subject to Section 11.3, (x) in the case

of any Event of Default under Section 11.1 (a), (b), (d) (i), (g), (h), (i), (j), (m) and (n), unless otherwise agreed by the Required Lenders, upon the occurrence and during the continuance of such Event of Default, the L/C Fee shall accrue at a rate per annum equal to two

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percent (2%) in excess of the rate then applicable for the L/C Fee, and (y) in the case of any other Event of Default, at the option of the Required Lenders exercised by written notice to the Company, upon the occurrence and during the continuance of such Event of Default, the L/C Fee shall accrue at a rate per annum equal to two percent (2%) in excess of the rate then applicable for the L/C Fee.

(b) The Administrative Agent shall, promptly following its receipt thereof, distribute to each Issuing Lender and the L/C Participants the L/C Fees received by such Issuing Lender in accordance with their respective Multi-Year Facility Commitment Percentages.

(c) In addition to the L/C Fees, each Borrower agrees to pay to the relevant Issuing Lender that has issued a Letter of Credit at the request of the Company, on behalf of such Borrower, for such Issuing Lender's own account without sharing by the other Lenders, (i) a fronting fee of 0.125% per annum on the aggregate stated amount of such Letter of Credit, due and payable quarterly in arrears on the last Business Day of each calendar quarter, commencing on the first of such dates to occur after the Closing Date, and on the Multi-Year Facility Termination Date, and (ii) the normal issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the relevant Issuing Lender relating to such Letter of Credit as from time to time in effect, due and payable on demand therefor by the relevant Issuing Lender.

#### SECTION 3.4 L/C Participations.

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(a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce such Issuing Lender to issue Letters of Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from such Issuing Lender, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk, an undivided interest equal to such L/C Participant's Multi-Year Facility Commitment Percentage in such Issuing Lender's obligations and rights under each Letter of Credit issued hereunder and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit for which such Issuing Lender is not reimbursed in full by the Borrowers in accordance with the terms of this Agreement, such L/C Participant shall pay to such Issuing Lender upon demand at such Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Multi-Year Facility Commitment Percentage of the amount of such draft, or any part thereof, which is not so reimbursed.

(b) Upon becoming aware of any amount required to be paid by any L/C Participant to any Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit, the Administrative Agent shall notify each L/C Participant of the amount and due date of such required payment and such L/C Participant shall pay to such Issuing Lender the amount specified on the applicable due date. If any such amount is paid to such Issuing Lender after the date such payment is due, such L/C Participant shall pay to such Issuing Lender on demand, in addition to such amount, the product of (i) such amount, times (ii) the daily average

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Federal Funds Rate as determined by the Administrative Agent during the period from and including the date such payment is due to the

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date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse

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during such period and the denominator of which is 360. With respect to payment to any Issuing Lender of the unreimbursed amounts described in this Section 3.4(b), if the L/C Participants receive notice that any such payment is due (A) prior to 1:00 p.m. (Charlotte time) on any Business Day, such payment shall be due that Business Day, and (B) after 1:00 p.m. (Charlotte time) on any Business Day, such payment shall be due on the following Business Day.

(c) Whenever, at any time after any Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its Multi-Year Facility Commitment Percentage of such payment in accordance with this Section 3.4, such Issuing Lender receives any payment related to such Letter of Credit (whether directly from a Borrower or otherwise, or any payment of interest on account thereof), such Issuing Lender will distribute to such L/C Participant its pro rata share thereof in accordance with such L/C Participant's Multi-Year

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Facility Commitment Percentage; provided, that in the event that any such

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payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to such Issuing Lender the portion thereof previously distributed by such Issuing Lender to it.

SECTION 3.5 Reimbursement Obligation of the Borrowers; Limitation on

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Liability.  
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(a) Reimbursement Obligation of the Borrowers. Each Borrower agrees to

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reimburse each Issuing Lender on each date such Issuing Lender notifies the Company, on behalf of such Borrower, of the date and amount of a draft paid under any Letter of Credit requested by the Company, on behalf of such Borrower, for the amount of (i) such draft so paid and (ii) any taxes, fees, charges or other costs or expenses incurred by any Issuing Lender in connection with such payment. Each such payment shall be made to any Issuing Lender at its address for notices specified herein in lawful money of the United States and in immediately available funds. Interest shall be payable on any and all amounts remaining unpaid by any Borrower under this Article III from the date such amounts become payable (which date shall be the date such draft is paid, whether at stated maturity, by acceleration or otherwise) until payment in full at the rate which would be payable on any outstanding Base Rate Loans which were then overdue. If any Borrower fails to timely reimburse such Issuing Lender on the date the Company, on behalf of such Borrower, receives the notice referred to in this Section 3.5, such Borrower shall be deemed to have timely given a Notice of Revolving Credit Borrowing pursuant to Section 2.2 hereunder to the Administrative Agent requesting the Lenders to make a Base Rate Loan under the Multi-Year Facility on such date in an amount equal to the amount of such draft paid, together with any taxes, fees, charges or other costs or expenses incurred by any Issuing Lender and to be reimbursed pursuant to this Section 3.5 and, regardless of whether or not the conditions precedent specified in Article VI have been satisfied, the Lenders shall make Base Rate Loans in such amount, the proceeds of which shall be applied to reimburse such Issuing Lender for the amount of the related drawing and costs and expenses. Notwithstanding the foregoing, nothing in this Section 3.5 shall obligate the Lenders to make such Base Rate Loans if the making of such Base Rate Loans would violate the automatic stay under federal bankruptcy laws.

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(b) Limitation on Liability of Borrowers for Reimbursement Obligations.

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Notwithstanding anything in this Section 3.5 or in any other provision of this Agreement or any other Loan Document to the contrary, the obligations of the Borrowers (other than the Company) to reimburse the Lenders for any drawings under any Letters of Credit or for any taxes, fees, charges or other costs or expenses incurred by any Issuing Lender in connection with the payment of any drafts by the Issuing Lender with respect to any Letters of Credit are several and not joint and several obligations of the Borrowers. Accordingly, no Borrower (other than the Company) shall be obligated to reimburse the Lenders for any drawings under Letters of Credit that were not requested by such Borrower (or by the Company on behalf of such Borrower), or for any taxes, fees, charges or other costs or expenses incurred by any Issuing Lender in connection with the payment of any drafts relating to Letters of Credit that were not requested by such Borrower or by the Company on behalf of such Borrower. The Company shall be jointly and severally liable to reimburse the Lenders for any drawings under any Letters of Credit and for any taxes, fees, charges or other costs or expenses incurred by any Issuing Lender in connection with the payment of any drafts by the Issuing Lender with respect to any Letters of Credit.

SECTION 3.6 Obligations Absolute.

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Each Borrower's obligations under this Article III (including without limitation the Reimbursement Obligation) shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, set-off, defense or other right that any Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable Issuing Lender or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such

Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the applicable Issuing Lender under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the Issuing Lender under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any

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beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower.

No Issuing Lender shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions caused by such Issuing Lender's gross negligence or willful misconduct as determined by a final non-appealable decision of a court of competent jurisdiction. Each Borrower agrees that any action taken or omitted by any Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards of care specified in the ICC or ISP, as applicable, and, to the extent not inconsistent therewith, the UCC, shall be binding on such Borrower and shall not result in any liability of any Issuing Lender to such Borrower. The responsibility of each Issuing Lender to such Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are in conformity with such Letter of Credit. Each Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the applicable Borrower's instructions or other irregularity, such Borrower will promptly notify the applicable Issuing Lender. Each Borrower shall be conclusively deemed to have waived any such claim against the applicable Issuing Lender and its correspondents unless such notice is given as aforesaid.

SECTION 3.7 Effect of L/C Application.  
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To the extent that any provision of any L/C Application related to any Letter of Credit is inconsistent with the provisions of this Article III, the provisions of this Article III shall apply.

ARTICLE IV

GENERAL LOAN PROVISIONS  
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SECTION 4.1 Interest.  
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(a) Interest Rate Options. Subject to the provisions of this Section 4.1,  
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at the election of a Borrower, the aggregate principal balance of any Revolving Credit Loans shall bear interest at (i) the Base Rate or (ii) the Offshore Rate plus the Applicable Percentage for Offshore Rate Loans under the 364 Day

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Facility or the Multi-Year Facility, as applicable; provided that (A) such

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interest rate shall be increased by any amount required pursuant to Section 4.1(f) and (B) Offshore Rate Loans shall not be available until three (3) Business Days after the Closing Date. Such Borrower shall select the rate of interest, Interest Period, if any, and Applicable Currency,

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in the case of an Offshore Currency Loan, applicable to any Revolving Credit Loan at the time a Notice of Revolving Credit Borrowing is given pursuant to Section 2.2, or at the time a Notice of Conversion/Continuation is given pursuant to Section 4.2. Each Revolving Credit Loan, Swingline Loan, or portion thereof bearing interest based on the Base Rate shall be a "Base Rate Loan," and each Revolving Credit Loan or portion thereof bearing interest based on the

Offshore Rate shall be an "Offshore Rate Loan." Any Revolving Credit Loan or any portion thereof as to which the Company, on behalf of a Borrower, requesting such Revolving Credit Loan has not duly specified an interest rate as provided herein shall be deemed a Base Rate Loan. A Competitive Bid Loan will bear interest at the Competitive Bid Rate specified in the Competitive Bid accepted by the Borrower with respect to such Competitive Bid Loan. Swingline Loans shall bear interest at the Base Rate.

(b) Interest Periods. In connection with each Offshore Rate Loan and each

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Competitive Bid Loan, the Company, on behalf of a Borrower, by giving notice at the times described in Section 4.1(a), shall elect an interest period (each, an "Interest Period") to be applicable to such Revolving Credit Loan or such

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Competitive Bid Loan, which Interest Period shall, unless otherwise agreed by the Administrative Agent and the Lenders, be a period of one (1), two (2), three (3), or, if available to all Lenders for the requested Available Currency, six (6) months with respect to each Offshore Rate Loan, a period of seven (7) days to 180 days with respect to each Dollar Competitive Bid Loan and a period of seven (7) to sixty (60) days with respect to Offshore Currency Competitive Bid Loans; provided that:

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(i) the Interest Period shall commence on the date of advance of or conversion to any Offshore Rate Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period with respect

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to an Offshore Rate Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(iii) any Interest Period with respect to an Offshore Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period;

(iv) no Interest Period shall extend beyond the Termination Date of the facility under which the Loan with respect to which such Interest Period relates was made; and

(v) there shall be no more than twelve (12) Offshore Rate Loans (exclusive of Competitive Bid Loans) outstanding hereunder at any time (it being understood that, for purposes hereof, Offshore Rate Loans with different Interest Periods shall be considered as separate Offshore Rate Loans, even if they begin on the same date, although

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borrowings, extensions and conversions may, in accordance with the provisions hereof, be combined by a Borrower at the end of existing Interest Periods to constitute a new Offshore Rate Loan with a single Interest Period).

(c) Default Rate, etc. Subject to Section 11.3, (x) in the case of any

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Event of Default under Section 11.1 (a), (b), (d) (i), (g), (h), (i), (j), (m) and (n), unless otherwise agreed by the Required Lenders, upon the occurrence and during the continuance of such Event of Default, (i) the Company, on behalf of the Borrowers, shall no longer have the option to request Offshore Rate Loans, (ii) all outstanding Offshore Rate Loans shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to such Offshore Rate Loans until the end of the applicable Interest Period and thereafter at a rate equal to two percent (2%) in excess of the rate then applicable to Base Rate Loans, (iii) all outstanding Base Rate Loans shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to Base Rate Loans and (iv) each outstanding Competitive Bid Loan shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to such Competitive Bid Loan and (y) in the case of any other Event of Default, at the option of the Required Lenders exercised by written notice to the Company, upon the occurrence and during the continuance of such Event of Default, (i) the Company, on behalf of the Borrowers, shall no longer have the option to request Offshore Rate Loans, (ii) all outstanding Offshore Rate Loans shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to such Offshore Rate Loans until the end of the applicable Interest Period and thereafter at a rate equal to two percent (2%) in excess of the rate then applicable to Base Rate Loans, (iii) all outstanding Base Rate Loans shall bear interest at a rate per annum equal to two



percent (2%) in excess of the rate then applicable to Base Rate Loans and (iv) each outstanding Competitive Bid Loan shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to such Competitive Bid Loan. To the greatest extent permitted by law, interest shall continue to accrue on the amount of Loans outstanding after the filing by or against a Borrower of any petition seeking any relief in bankruptcy or under any act or law pertaining to insolvency or debtor relief, whether state, federal or foreign.

(d) Interest Payment and Computation. Interest on each Base Rate Loan

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shall be payable in arrears on the last Business Day of each calendar quarter commencing on the first of such dates to occur after the Closing Date, and interest on each Offshore Rate Loan and each Competitive Bid Loan shall be payable on the last day of each Interest Period applicable thereto, and if such Interest Period exceeds three (3) months, at the end of each three (3) month interval during such Interest Period. Interest on all Loans and all fees payable hereunder shall be computed on the basis of a 360-day year and assessed for the actual number of days elapsed; provided that interest on Loans bearing interest

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at a rate based upon the Base Rate shall be computed on the basis of a 365- or 366-day year, as applicable.

(e) Maximum Rate. In no contingency or event whatsoever shall the

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aggregate of all amounts deemed interest hereunder or under any of the Notes charged or collected pursuant to the terms of this Agreement or pursuant to any of the Notes exceed the highest rate permissible under any Applicable Law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that the Lenders have charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder

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shall automatically be reduced to the maximum rate permitted by Applicable Law and the Lenders shall at the Administrative Agent's option (i) promptly refund to the Borrowers any interest received by Lenders in excess of the maximum lawful rate or (ii) shall apply such excess to the principal balance of the Obligations. It is the intent hereof that the Borrowers not pay or contract to pay, and that neither the Administrative Agent nor any Lender receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by the Borrowers under Applicable Law.

(f) Mandatory Costs. In the case of a Revolving Credit Loan that is an

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Offshore Currency Loan, the otherwise applicable interest rate determined pursuant to Section 4.1(a) shall be increased by the MLA Cost associated with such Loan, computed in the manner set forth in Schedule 4.1(f) attached hereto.

SECTION 4.2 Conversion and Continuation of Revolving Credit Loans.

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Provided that no Default or Event of Default has occurred and is then continuing, and subject to the terms of this Agreement, any Borrower shall have the option (a) to convert all or any portion of its outstanding Base Rate Loans in a principal amount equal to \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof into one or more Offshore Rate Loans denominated in Dollars or an Offshore Currency and (b) (i) to convert all or any part of its outstanding Offshore Rate Loans in a principal amount equal to \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof into Base Rate Loans denominated in Dollars or (ii) to continue Offshore Rate Loans, whether denominated in Dollars or Offshore Currency Loans, as Offshore Rate Loans in the same currency for an additional Interest Period; provided that if any conversion or continuation is

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made on a day other than the last day of any Interest Period, such Borrower shall pay any amount required to be paid pursuant to Section 4.9 hereof. Whenever a Borrower desires to convert or continue Revolving Credit Loans or Swingline Loans as provided above, the Company, on behalf of such Borrower, shall give the Administrative Agent irrevocable prior written notice in the form attached as Exhibit G (a "Notice of Conversion/Continuation") not later than

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11:00 a.m. (Charlotte time) three (3) Business Days before the day on which a proposed conversion or continuation of such Revolving Credit Loan or Swingline Loan is to be effective (except in the case of a conversion of an Offshore Rate Loan denominated in Dollars to a Base Rate Loan, in which case same day notice not later than 11:00 a.m. (Charlotte time) by the Borrower shall be sufficient) specifying (A) the Revolving Credit Loans or Swingline Loans to be converted or continued, the facility under which such Loans were made and, in the case of any Offshore Rate Loan to be converted or continued, the last day of the Interest Period therefor, (B) the effective date of such conversion or continuation (which shall be a Business Day), (C) the principal Dollar Equivalent amount of such Revolving Credit Loans to be converted or continued, (D) the Interest

Period to be applicable to such converted or continued Offshore Rate Loan and (E) in the case of any continued Offshore Rate Loan which is an Offshore Currency Loan, the Applicable Currency. The Administrative Agent shall promptly notify the Lenders of such Notice of Conversion/Continuation.

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SECTION 4.3 Fees.

(a) 364 Day Facility. The Company agrees to pay to the Administrative Agent, for the account of the Lenders, a non-refundable facility fee (the "364 Day Facility Fee") at a rate per annum equal to the Applicable Percentage for Facility Fee for the 364 Day Facility on the average daily amount of the aggregate 364 Day Facility Commitment during the applicable period, regardless of usage. The 364 Day Facility Fee shall apply to the period commencing on the Closing Date and ending on the termination of the 364 Day Facility Commitment and shall be payable in arrears on the last Business Day of each calendar quarter for the immediately preceding calendar quarter (or portion thereof), beginning with the first such date to occur after the Closing Date. Such 364 Day Facility Fee shall be distributed by the Administrative Agent to the Lenders pro rata in accordance with the Lenders' respective 364 Day Facility Commitment Percentages.

(b) Multi-Year Facility. The Company agrees to pay to the Administrative Agent, for the account of the Lenders, a non-refundable facility fee (the "Multi-Year Facility Fee") at a rate per annum equal to the Applicable Percentage for Facility Fee for the Multi-Year Facility on the average daily amount of the aggregate Multi-Year Facility Commitment during the applicable period, regardless of usage. The Multi-Year Facility Fee shall apply to the period commencing on the Closing Date and ending on the termination of the Multi-Year Facility Commitment and shall be payable in arrears on the last Business Day of each calendar quarter for the immediately preceding calendar quarter (or portion thereof), beginning with the first such date to occur after the Closing Date. Such Multi-Year Facility Fee shall be distributed by the Administrative Agent to the Lenders pro rata in accordance with the Lenders' respective Multi-Year Facility Commitment Percentages.

(c) Administrative Fees. The Company agrees to pay to the Administrative Agent, for its own account, the fees referred to in the Administrative Agent's Fee Letter.

(d) Utilization Fee. During such periods as the aggregate principal amount of all outstanding Loans is greater than or equal to 33% of the Aggregate Revolving Credit Commitment (each a "Utilization Fee Period"), the Company agrees to pay to the Administrative Agent for the account of each Lender a fee (the "Utilization Fee") on all Loans by such Lender outstanding during each such Utilization Fee Period computed at a per annum rate for each day during such period equal to the Applicable Percentage for the Utilization Fee in effect from time to time. The Utilization Fee shall be due and payable in arrears on the last Business Day of each calendar quarter (and any Termination Date) for all Utilization Fee Periods occurring during the immediately preceding quarter (or portion thereof), beginning with the first of such dates to occur after the Closing Date.

SECTION 4.4 Manner of Payment.

Each payment by a Borrower on account of the principal of or interest on the Loans or of any fee, commission or other amounts (including the Reimbursement Obligation) payable to the Lenders under this Agreement or any Note shall be made on the date specified for payment under this Agreement to the Administrative Agent at the Administrative Agent's Office for the account

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of the Lenders (other than as set forth below), in Dollars (other than as set forth below), in immediately available funds and shall be made without any set-off, counterclaim or deduction whatsoever. Payment of principal of, interest on or any other amount relating to any Offshore Currency Loan shall be made in the Offshore Currency in which such Loan is denominated or payable. Such

payments, if denominated in Dollars, shall be made no later than 2:00 p.m. (Charlotte time) on the relevant date and, if denominated in an Offshore Currency, by such time as the Administrative Agent may determine to be necessary for such funds to be credited on such date in accordance with normal banking practices in the place of payment. Any payment denominated in Dollars received after 1:00 p.m. (Charlotte time) but before 2:00 p.m. (Charlotte time) on a due date shall be deemed a payment on such date for the purposes of Section 11.1, but for all other purposes shall be deemed to have been made on the next succeeding Business Day. Any payment denominated in Dollars received after 2:00 p.m. (Charlotte time), or any payment denominated in an Offshore Currency received after the relevant time determined by the Administrative Agent, shall be deemed to have been made on the next succeeding Business Day for all purposes. Each payment to the Administrative Agent of the L/C Fees shall be made in like manner, but for the account of the Issuing Lenders and the L/C Participants. Each payment to the Administrative Agent of Administrative Agent's fees or expenses shall be made for the account of the Administrative Agent and any amount payable to any Lender under Section 2.5, 2.6, 4.8, 4.9, 4.10, 4.11 or 13.2 shall be paid to the Administrative Agent for the account of the applicable Lender. The Administrative Agent shall distribute any such payments received by it for the account of any other Lender to such Lender promptly following receipt thereof and shall wire advice of the amount of such credit to such Lender. Subject to Section 4.1(b)(ii), if any payment under this Agreement or any Note shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing any interest if payable along with such payment.

SECTION 4.5      Crediting of Payments and Proceeds.  
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In the event that any Borrower shall fail to pay any of the Obligations when due and the Obligations have been accelerated pursuant to Section 11.2, all payments received by the Lenders upon the Notes and the other Obligations and all net proceeds from the enforcement of the Obligations of such Borrower shall be applied first to all expenses then due and payable by such Borrower hereunder, then to all indemnity obligations then due and payable by such Borrower hereunder, then to all Administrative Agent's fees then due and payable allocable to such Borrower, then to all commitment and other fees and commissions then due and payable allocable to such Borrower, then to accrued and unpaid interest on the Notes issued by such Borrower and L/C Fees owing from such Borrower, then to the principal amount of the Notes and Reimbursement Obligations of such Borrower and then to the cash collateral account described in Section 11.2(b) hereof to the extent of any L/C Obligations of such Borrower then outstanding, in that order (in each case, if applicable, pro rata in accordance with all such amounts due).

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SECTION 4.6      Adjustments.  
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If any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of the Obligations owing to it, or interest thereon, or if any Lender shall at any time receive any collateral in respect to the Obligations owing to it (whether voluntarily or involuntarily, by set-off or otherwise) in a greater proportion than any such payment to and collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders such portion of each such other Lender's Extensions of Credit, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned to the extent of such recovery, but without interest. Each Borrower agrees that each Lender so purchasing a portion of another Lender's Extensions of Credit may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

SECTION 4.7      Nature of Obligations of Lenders Regarding Extensions  
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of Credit; Assumption by the Administrative Agent  
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(a) The obligations of the Lenders under this Agreement to make the Loans and issue or participate in Letters of Credit are several and are not joint or joint and several.

(b) Unless any Borrower or any Lender has notified the Administrative Agent prior to the date any payment is required to be made by it to the

Administrative Agent hereunder, that such Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that such Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if any Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds, at the Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the applicable Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at

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a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such

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Lender's Loan, as the case may be, included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the applicable Borrower, and such Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Aggregate Revolving Credit Commitment or to prejudice any rights which the Administrative Agent or any Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

SECTION 4.8 Changed Circumstances.  
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(a) Circumstances Affecting Offshore Rate Availability. If with respect

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to any Interest Period: (i) the Administrative Agent or any Lender (after consultation with the Administrative Agent) shall determine that for any reason adequate and reasonable means do not exist for determining the Offshore Rate for any requested Interest Period with respect to a proposed Offshore Rate Loan or (ii) the Required Lenders reasonably determine (which determination shall be conclusive) and notify the Administrative Agent that the LIBOR Rate will not adequately and fairly reflect the cost to the Required Lenders of funding Offshore Rate Loans for such Interest Period, then the Administrative Agent shall forthwith give notice thereof to the Company. Thereafter, until the Administrative Agent notifies the Borrowers that such circumstances no longer exist, the obligation of the Lenders to make Offshore Rate Loans and the right of the Borrowers to convert any Revolving Credit Loan to or continue any Revolving Credit Loan as an Offshore Rate Loan shall be suspended, and the Borrowers shall repay in full (or cause to be repaid in full) the then outstanding principal amount of each such Offshore Rate Loan together with accrued interest thereon, on the last day of the then current Interest Period applicable to such Offshore Rate Loan or convert the then outstanding principal amount of each such Offshore Rate Loan to a Base Rate Loan as of the last day of such Interest Period (Offshore Currency Loans which are not repaid shall be redenominated and converted into their Dollar Equivalent of Base Rate Loans in Dollars).

(b) Laws Affecting Offshore Rate Availability. If, after the date

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hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) issued after the date hereof of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Offices) to honor its obligations hereunder to make or maintain any Offshore Rate Loan, such Lender shall promptly give notice thereof to the Administrative Agent and the Administrative Agent

shall promptly give notice to the Company and the other Lenders. Thereafter, until the Administrative Agent notifies the Borrowers that such circumstances no longer exist, (i) the obligations of the affected Lenders to make Offshore Rate Loans and the

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right of the Borrowers to convert any Revolving Credit Loan of the affected Lenders or continue any Revolving Credit Loan of the affected Lenders as an Offshore Rate Loan shall be suspended and thereafter the Borrowers may select only Base Rate Loans hereunder, (ii) if any of the Lenders may not lawfully continue to maintain an Offshore Rate Loan to the end of the then current Interest Period applicable thereto as an Offshore Rate Loan, the applicable Offshore Rate Loan of the affected Lenders shall immediately be converted to a Base Rate Loan for the remainder of such Interest Period (Offshore Currency Loans shall be redenominated and converted into their Dollar Equivalent of Base Rate Loans in Dollars) and the Borrowers shall pay any amount required to be paid pursuant to Section 4.9 in connection therewith and (iii) if any of the Lenders may not lawfully continue to maintain a Competitive Bid Loan which bears interest at a rate based on the Offshore Rate to the end of the then current Interest Period applicable thereto at such rate of interest, such Competitive Bid Loan of the affected Lender shall immediately be converted to a Base Rate Loan for the remainder of such Interest Period. The Borrowers shall repay the outstanding principal amount of any Competitive Bid Loans converted into Base Rate Loans in accordance with clause (iii) of this Section 4.8(b), together with all accrued but unpaid interest thereon and any amount required to be paid pursuant to Section 4.9 hereof, on the last day of the Interest Period applicable to such Competitive Bid Loans.

(c) Increased Costs. If, after the date hereof, the introduction of, or

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any change in, any Applicable Law, or in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) issued after the date hereof of such Governmental Authority, central bank or comparable agency:

(i) shall subject any of the Lenders (or any of their respective Lending Offices) to any tax, duty or other charge with respect to any Note, Letter of Credit or L/C Application or shall change the basis of taxation of payments to any of the Lenders (or any of their respective Lending Offices) of the principal of or interest on any Note, Letter of Credit or L/C Application or any other amounts due under this Agreement in respect thereof (except for taxes of the type excluded from the indemnity provided for in Section 4.11(a)); or

(ii) shall impose, modify or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System, other than any reserve included in the Eurodollar Reserve Percentage), special deposit, insurance or capital or similar requirement against assets of, deposits with or for the account of, or credit extended by any of the Lenders (or any of their respective Lending Offices) or shall impose on any of the Lenders (or any of their respective Lending Offices) or the foreign exchange and interbank markets any other condition affecting any Note;

and the result of any event of the kind described in the foregoing clause (i) or this clause (ii), is to increase the costs to any of the Lenders of maintaining any Offshore Rate Loan, Competitive Bid Loan or issuing or participating in Letters of Credit or to reduce the yield or amount of any sum received or receivable by any of the Lenders under this Agreement or under the Notes or

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any Letter of Credit or L/C Application in respect of an Offshore Rate Loan or Letter of Credit, then such Lender may promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify the Company, on behalf of the respective Borrower, of such fact and demand compensation therefor and, within fifteen (15) days after such notice by the Administrative Agent, such Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or Lenders for such increased cost or reduction, provided, that the Borrowers shall not be required to compensate a Lender or the Issuing Bank under this Section for any increased costs or reductions incurred more than 90 days prior to the date that such Lender or the Issuing Bank notifies the Company of such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor. The Administrative Agent and the applicable Lender will promptly notify the Company, on behalf of the respective Borrower, of any event of which it has knowledge which will entitle such Lender to compensation pursuant to this Section 4.8(c); provided that the

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Administrative Agent shall incur no liability whatsoever to the Lenders or the Borrowers in the event it fails to do so. The amount of such compensation shall

be determined, in the applicable Lender's reasonable discretion, based upon the assumption that such Lender funded its Aggregate Revolving Credit Commitment Percentage of the Offshore Rate Loans, or the amount of any Competitive Bid Loans made by such Lender, in the London interbank market and using any reasonable attribution or averaging methods which such Lender deems appropriate and practical. A certificate of such Lender setting forth in reasonable detail the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the respective Borrower through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error.

SECTION 4.9            Indemnity.  
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Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by such Borrower;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing. For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 4.9, each Lender shall be deemed to have funded each Offshore Rate Loan made by it by a matching deposit or other borrowing in the London

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Dollar interbank market for a comparable amount and for a comparable period, whether or not such Offshore Rate Loan was in fact so funded.

SECTION 4.10           Capital Requirements.  
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If either (a) the introduction of, or any change in, or in the interpretation of, any Applicable Law after the date hereof or (b) compliance with any guideline or request issued after the date hereof from any central bank or comparable agency or other Governmental Authority (whether or not having the force of law), has or would have the effect of reducing the rate of return on the capital of, or has affected or would affect the amount of capital required to be maintained by, any Lender or any corporation controlling such Lender as a consequence of, or with reference to any Lender's 364 Day Facility Commitment or Multi-Year Facility Commitment or with reference to the Swingline Lender's Swingline Maximum and other commitments of this type, below the rate which the Lender or such other corporation could have achieved but for such introduction, change or compliance, then within five (5) Business Days after written demand by any such Lender, the Borrowers shall pay to such Lender from time to time as specified by such Lender additional amounts sufficient to compensate such Lender or other corporation for such reduction, provided, that the Borrower shall not be required to pay to such Lender such additional amounts under this Section for any amount incurred as a result of such reduction more than 90 days prior to the date that such Lender or the Issuing Bank notifies the Borrower of such reduction and of such Lender's or the Issuing Bank's intention to claim compensation therefor. A certificate of such Lender setting forth in reasonable detail the basis for determining such amounts necessary to compensate such Lender shall be forwarded to the Borrowers through the Administrative Agent and shall be conclusively presumed to be correct save for manifest error.

SECTION 4.11           Taxes.  
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(a) Payments Free and Clear. Any and all payments by any Borrower

hereunder or under the Notes or the Letters of Credit shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholding, and all liabilities with respect thereto excluding, (i) in the case of each Lender and the Administrative Agent, income and franchise taxes imposed on (or measured by) its net income by the United States of America or by the jurisdiction under the laws of which such Lender or the Administrative Agent (as the case may be) is organized or its principal office is located or is or should be qualified to do business or any political subdivision thereof, or in the case of any Lender, in which its applicable Lending Office is located (provided, however, that no Lender shall be

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deemed to be located in any jurisdiction solely as a result of taking any action related to this Agreement, the Notes or Letters of Credit) and (ii) any branch profits tax imposed by the United States of America or any similar tax imposed by any other jurisdiction described in clause (i) above (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Borrower shall be required by law to

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deduct any Taxes from or in respect of any sum payable hereunder or under any Note or Letter of Credit to any Lender or the Administrative Agent, (A) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 4.11) such Lender or the Administrative Agent (as

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the case may be) receives an amount equal to the amount such party would have received had no such deductions been made, (B) such Borrower shall make such deductions, (C) such Borrower shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law, and (D) such Borrower shall deliver to the Administrative Agent evidence of such payment to the relevant taxing authority or other authority in the manner provided in Section 4.11(d). No Borrower shall, however, be required to pay any amounts pursuant to clause (A) of the preceding sentence to any Foreign Lender or the Administrative Agent not organized under the laws of the United States of America or a state thereof (or the District of Columbia) if such Foreign Lender or the Administrative Agent fails to comply with the requirements of paragraph (e) of this Section 4.11.

(b) Stamp and Other Taxes. In addition, the Borrowers shall pay any

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present or future stamp, registration, recordation or documentary taxes or any other similar fees or charges or excise or property taxes, levies of the United States or any state or political subdivision thereof or any applicable foreign jurisdiction which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement, the Loans, the Letters of Credit, the other Loan Documents, or the perfection of any rights or security interest in respect thereto (hereinafter referred to as "Other Taxes").

(c) Indemnity. Each Borrower shall indemnify each Lender and the

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Administrative Agent for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 4.11) paid by such Lender or the Administrative Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. A certificate as to the amount of such payment or liability prepared by a Lender or the Administrative Agent, absent manifest error, shall be conclusive, provided that if the Borrowers reasonably believe that such Taxes or Other Taxes

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were not correctly or legally asserted, such Lender or the Administrative Agent (as the case may be) shall use reasonable efforts to cooperate with the Borrowers, at the Borrowers' expense, to obtain a refund of such Taxes or Other Taxes. Such indemnification shall be made within thirty (30) days from the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor. If a Lender or the Administrative Agent shall become aware that it is entitled to receive a refund in respect of Taxes or Other Taxes, it promptly shall notify the Company, on behalf of the respective Borrower, of the availability of such refund and shall, within sixty (60) days after receipt of a request by the Company, on behalf of such Borrower, pursue or timely claim such refund at such Borrower's expense. If any Lender or the Administrative Agent receives a refund in respect of any Taxes or Other Taxes for which such Lender or the Administrative Agent has received payment from any Borrower hereunder, it promptly shall repay such refund (plus interest received, if any) to such Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 4.11 with respect to Taxes or Other Taxes giving rise to such refund), provided that such Borrower, upon the

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request of such Lender or the Administrative Agent, agrees to return such refund (plus any penalties, interest or other charges required to be paid) to such Lender or the Administrative Agent in the event such Lender or the Administrative Agent is required to repay such refund to the relevant taxing authority. Nothing contained in this Section 4.11(c) shall

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require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential).

(d) Evidence of Payment. Within thirty (30) days after the date of any

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payment of Taxes or Other Taxes, the respective Borrower shall furnish to the Administrative Agent, at its address referred to in Section 13.1, the original or a certified copy of a receipt evidencing payment thereof or other evidence of payment satisfactory to the Administrative Agent.

(e) Delivery of Tax Forms. Each Foreign Lender shall deliver to the  
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Company (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit all payments under this Agreement to be made without withholding. Without limiting the generality of the foregoing, each Foreign Lender agrees that it will deliver to the Administrative Agent and the Company (or in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two (2) duly completed copies of Internal Revenue Service Form W-8ECI or W-8BEN, or any successor form thereto, as the case may be, certifying in each case that such Foreign Lender is entitled to receive payments made by any Borrower hereunder and under the Notes payable to it, without deduction or withholding of any United States federal income taxes and (ii) a duly completed Internal Revenue Service Form W-8 or W-9, or any successor form thereto, as the case may be, to establish an exemption from United States backup withholding tax. Each such Foreign Lender shall deliver to the Company and the Administrative Agent such forms on or before the date that it becomes a party to this Agreement (or in the case of a Participant, on or before the date such Participant purchases the related participation). In addition, each such Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each such Lender shall promptly notify the Company and the Administrative Agent at any time that it determines that it is no longer in a position to provide any previously delivered certificate to the Company (or any other form of certification adopted by the U.S. taxing authorities for such purpose) which notice shall create in Borrower the right to replace such Lender pursuant to Section 4.12 hereof.

(f) Each Lender agrees upon the request of the Company and at the Company's expense to complete, accurately and in a manner reasonably satisfactory to the Company and the Administrative Agent, and to execute, arrange for any required certification of, and deliver to the Company (with a copy to the Administrative Agent) (or to such government or taxing authority as the Company or Administrative Agent reasonably directs), any other form or document that may be required under the laws of any jurisdiction outside the United States to allow the Company or any other Borrower to make a payment under this Agreement or the other Loan Documents without any deduction or withholding for or on account of any taxes of the type described in this Section 4.11 or with any such deduction or withholding for or on account of such taxes at a reduced rate, in each case so long as such Lender is (i) legally entitled to provide such certification and deliver such form or document and (ii) such action is consistent with its overall tax policies and is not otherwise, in the judgment of such Lender, impractical or disadvantageous in any material respect to such Lender.

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(g) Notwithstanding any provision of this Section 4.11 to the contrary, no Borrower shall have any obligation to pay any taxes or to indemnify any Lender for such taxes pursuant to this Section 4.11 to the extent that such taxes result from (i) the failure of any Lender to comply with its obligations pursuant to Section 4.11(g) or (ii) any representation made on Form 1001, 4224 or W-8 or successor applicable form or certification by any Lender incurring such taxes proving to have been incorrect, false or misleading in any material respect when so made or deemed to be made or (iii) such Lender changing its applicable Lending Office to a jurisdiction in which such taxes arise, except to the extent in the judgment of such Lender such change was required by the terms of this Agreement.

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



(i) Survival. Without prejudice to the survival of any other agreement  
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of the Borrower hereunder, the agreements and obligations of the Borrowers contained in this Section 4.11 shall survive the payment in full of the Obligations and the termination of the 364 Day Facility Commitment and the Multi-Year Facility Commitment, but shall be limited in duration to the applicable statute of limitations for Taxes or Other Taxes for which indemnification is sought.

SECTION 4.12 Mitigation of Obligations; Replacement of Lenders.  
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(a) If any Lender requests compensation under Section 4.8, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Sections 4.10 or 4.11, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the sole judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable under Sections 4.8, 4.10 or 4.11, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all costs and expenses incurred by any Lender in connection with such designation or assignment.

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(b) If any Lender requests compensation under Section 4.8, or if the any Borrower is required to pay any additional amount to any Lender or any Governmental Authority of the account of any Lender pursuant to Sections 4.10 or 4.11, or any Lender is unable to make Offshore Rate Loans for the reasons set forth in Section 2.18 or because it is unwilling to accept a proposed Designated Borrower because it is unwilling or unable to obtain additional licenses or franchises to enable it to make such requested Loan or if any Lender defaults in its obligation to fund Loans hereunder, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 13.9 all its interests, rights and obligations under this Agreement (other than any outstanding Competitive Bid Loans held by such Lender) to an assignee that shall assume such obligations (which assignee may be another Lender); provided, that (i) the Company shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal amount of all Loans (other than any outstanding Competitive Bid Loans) owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Company (in the case of all other amounts) and (iii) in the case of a claim for compensation under Section 4.8 or payments required to be made pursuant to Sections 4.10 or 4.11, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

ARTICLE V

CLOSING; CONDITIONS OF CLOSING AND BORROWING  
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SECTION 5.1 Conditions to Closing.  
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The obligations of the Lenders to close this Agreement are subject to the satisfaction or waiver of each of the following conditions:

(a) Executed Loan Documents. This Agreement, the Revolving Credit  
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Notes and all other applicable Loan Documents shall have been duly authorized, executed and delivered to the Administrative Agent by the parties thereto, shall be in full force and effect and no Default shall exist hereunder or thereunder.

(b) Closing Certificates; Etc.  
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(i) Officers' Certificates. The Administrative Agent shall have  
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received a certificate from a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, to the effect that all representations and warranties of the Borrowers contained in this Agreement and the other Loan Documents are true, correct

and complete in all material respects; that the Borrowers are not in violation of any of the covenants contained in this Agreement and the other Loan Documents; that, after giving effect to the transactions contemplated by this Agreement, no Default or Event of Default has occurred and is continuing; and that each of the closing conditions has been satisfied or waived (assuming satisfaction of the Administrative Agent where not advised otherwise).

(ii) General Certificates. The Administrative Agent shall  
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have received a certificate of the secretary, assistant secretary of each Borrower certifying as to the incumbency and genuineness of the signature of each officer of such Borrower executing Loan Documents to which it is a party and certifying that attached thereto is a true, correct and complete copy of (A) the articles of incorporation, certificate of limited partnership, or certificate or articles of formation, of such Borrower and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation or formation, (B) the bylaws, partnership agreement or operating agreement of such Borrower as in effect on the date of such certifications, and (C) resolutions duly adopted by the Board of Directors of such Borrower authorizing, as applicable, the borrowings contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party.

(iii) Certificates of Good Standing. The Administrative Agent  
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shall have received certificates as of a recent date of the good standing of the Borrowers under the laws of their respective jurisdictions of organization and certificates as of a recent date of the good standing of each Borrower under the laws of each other jurisdiction where such Borrower is qualified to do business and where a failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

(iv) Opinions of Counsel. The Administrative Agent shall have  
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received opinions in form and substance reasonably satisfactory to the Administrative Agent of counsel to the Credit Partners, addressed to the Administrative Agent and the Lenders with respect to the Borrowers, the Loan Documents and such other matters as the Administrative Agent shall reasonably request.

(c) Consents; Defaults.  
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(i) Governmental and Third Party Approvals. The Borrowers  
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shall have obtained all approvals, authorizations and consents of any Person and of all Governmental Authorities and courts having jurisdiction necessary in order to enter into this Agreement and the other Loan Documents as of the Closing Date. Additionally, there shall not exist any judgment, order, injunction or other restraint issued or filed or a hearing seeking injunctive relief or other restraint pending or notified prohibiting or imposing materially adverse conditions upon the transactions contemplated by this Agreement and the other Loan Documents or otherwise referred to herein or therein.

(ii) No Event of Default. No Default or Event of Default  
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shall have occurred and be continuing.

(d) No Material Adverse Effect. Since December 31, 2000 nothing  
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shall have occurred (and neither the Administrative Agent nor the Lenders shall have become aware of any facts or conditions not previously known) which has had, or could reasonably be expected to have, a Material Adverse Effect (it being understood and agreed by the parties hereto that the spinoff of Certegy on the terms and in the manner previously disclosed to the Administrative Agent and the Lenders does not constitute a Material Adverse Effect).

(e) Financial Matters.  
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(i) Financial Statements. The Administrative Agent and the  
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Lenders shall have received and reviewed (A) the proforma Consolidated financial statements of the Company and its Subsidiaries for Fiscal Years 2000, 1999 and 1998, including balance sheets and income and cash flow statements and prepared in conformity with GAAP, (B) proforma Consolidated financial statements of the Company and its Subsidiaries for the quarter ended June 30, 2001, adjusted, in the case of each of clause (A) and (B), to exclude Certegy, and (C) such other financial information as the Administrative Agent may request.

(ii) Payment at Closing. The Borrowers shall have paid any  
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accrued and unpaid fees or commissions due hereunder (including, without limitation, legal fees and expenses payable under Section 13.2, to the extent invoiced) to the Administrative Agent and Lenders, and to any other Person such amount as may be due thereto in connection with the transactions contemplated hereby, including all taxes, fees and other charges in connection with the execution, delivery, recording, filing and registration of any of the Loan Documents.

(f) Litigation. As of the Closing Date, there shall be no actions,  
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suits or proceedings pending or, to the best knowledge of any Borrower, threatened (i) with respect to this Agreement or any other Loan Document or (ii) which could reasonably be expected to have a Material Adverse Effect.

(g) Termination of Prior Bank Commitment. The Prior Bank  
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Commitment shall have been (or will be upon the initial borrowing hereunder on the Closing Date and the application of the proceeds thereof) terminated and the obligations of the Borrowers thereunder shall have been (or will upon such borrowing and application of proceeds) paid in full and fully satisfied.

(h) Miscellaneous.  
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(i) Proceedings and Documents. All Loan Documents, opinions,  
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certificates and other instruments and all proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent.

(ii) Accuracy and Completeness of Information. All  
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information taken as an entirety made available to the Administrative Agent and/or the Lenders by the Borrowers

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or any of their representatives in connection with the transactions contemplated hereby ("Information") is and will be complete and correct  
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in all material respects as of the date made available to the Administrative Agent and/or the Lenders and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading.

SECTION 5.2 Conditions to All Extensions of Credit.  
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The obligation of each Lender to make any Extension of Credit hereunder (including the initial Extension of Credit to be made hereunder) is subject to the satisfaction of the following conditions precedent on the relevant borrowing or issue date, as applicable:

(a) Continuation of Representations and Warranties. The representations  
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and warranties contained in Article VI shall be true and correct in all material respects on and as of such borrowing or issuance date with the same effect as if made on and as of such date, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date.

(b) No Existing Default. No Default or Event of Default shall have  
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occurred and be continuing hereunder on the date of such Extension of Credit, both before and after giving effect to the Loans to be made on such date and/or the Letters of Credit to be issued on such date.

(c) Notice of Revolving Credit Borrowing. To the extent applicable, the  
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Administrative Agent shall have received a Notice of Revolving Credit Borrowing and/or Notice of Swingline Borrowing from the Company on behalf of the relevant

Borrower in accordance with Section 2.2(a) or a Competitive Bid Request in accordance with Section 2.5(a) and a Notice of Account Designation specifying the account or accounts to which the proceeds of any Loans made after the Closing Date are to be disbursed.

The occurrence of the Closing Date and the acceptance by any Borrower of the benefits of each Extension of Credit hereunder shall constitute a representation and warranty by such Borrower to the Administrative Agent and each of the Lenders that all the conditions specified in Sections 5.1 and 5.2 and applicable to such borrowing have been satisfied as of that time or waived in writing by the Lenders. All of the Notes, certificates, legal opinions and other documents and papers referred to in Sections 5.1 and 5.2, unless otherwise specified, shall be delivered to the Administrative Agent for the benefit of each of the Lenders and, except for the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance reasonably satisfactory to the Administrative Agent.

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#### ARTICLE VI

##### REPRESENTATIONS AND WARRANTIES OF THE CREDIT PARTIES

###### SECTION 6.1 Representations and Warranties.

To induce the Administrative Agent and Lenders to enter into this Agreement and to induce the Lenders to make Extensions of Credit, each Borrower hereby represents and warrants to the Administrative Agent and Lenders that:

(a) Organization; Power; Qualification. Each of the Borrowers and its

Subsidiaries is duly organized, validly existing and in good standing or active status, as applicable under the laws of the jurisdiction of its incorporation or formation, has the power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted and is duly qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Ownership. Each Subsidiary of each of the Borrowers as of the

Closing Date is listed on Schedule 6.1(b).

(c) Authorization of Agreement, Loan Documents and Borrowing. Each of

the Borrowers and, if applicable, their Subsidiaries has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of each of the Loan Documents to which it is a party in accordance with its respective terms. Each of the Loan Documents has been duly executed and delivered by the duly authorized officers of the Borrowers and each of their Subsidiaries party thereto, as applicable, and each such document constitutes the legal, valid and binding obligation of the Borrowers and, if applicable, each of their Subsidiaries party thereto, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

(d) Compliance of Agreement, Loan Documents and Borrowing with Laws,

Etc. The execution, delivery and performance by the Borrowers and their

Subsidiaries of the Loan Documents to which each such Person is a party, in accordance with their respective terms, the borrowings hereunder and the transactions contemplated hereby do not and will not, by the passage of time, the giving of notice or otherwise, (i) require any of the Borrowers or any of their Subsidiaries to obtain any Governmental Approval or approval of any other Person not otherwise already obtained or violate any Applicable Law relating to the Borrowers or any of their Subsidiaries, (ii) conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws or other organizational documents of the Borrowers or any of their Subsidiaries or any indenture or other material agreement or instrument to which such Person is a party or by which any of its properties may be bound or any Governmental Approval relating to such Person except as could not reasonably be expected to have a Material Adverse Effect, or (iii) result in or require the creation or imposition of any material Lien (other than a Lien

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permitted under Section 9.2) upon or with respect to any property now owned or hereafter acquired by such Person.

(e) Compliance with Law; Governmental Approvals. Each of the Borrowers

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and their respective Subsidiaries (i) has all Governmental Approvals required by any Applicable Law for it to conduct its business, each of which is in full force and effect, is final and not subject to review on appeal and is not the subject of any pending or, to the best of the Borrowers' knowledge, threatened attack by direct or collateral proceeding, except where the failure to have such Governmental Approval could not reasonably be expected to have a Material Adverse Effect, and (ii) is in compliance with each Governmental Approval applicable to it and in compliance with all other Applicable Laws relating to it or any of its respective properties; in each case, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(f) Tax Returns and Payments. Each of the Borrowers and their

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respective Subsidiaries has timely filed or caused to be filed all federal and state, local and other tax returns required by Applicable Law to be filed, and has paid, or made adequate provision for the payment of, all federal and state, local and other taxes, assessments and governmental charges or levies upon it and its property, income, profits and assets which are due and payable, except taxes (i) that are being contested in good faith by appropriate proceedings and for which such Borrower or Subsidiary, as applicable, has set aside on its books adequate reserves or (ii) to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect. No Governmental Authority has asserted any material Lien or other claim against the Borrowers or any Subsidiary thereof with respect to unpaid taxes which has not been discharged or resolved. The charges, accruals and reserves on the books of each of the Borrowers and any of their respective Subsidiaries in respect of federal and all material state, local and other taxes are, in the judgment of the Borrowers, adequate, and the Borrowers do not anticipate any material additional taxes or assessments for any of the periods reflected on such books.

(g) Intellectual Property Matters. Each of the Borrowers and its

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Subsidiaries owns or possesses rights to use all franchises, licenses, copyrights, copyright applications, patents, patent rights or licenses, patent applications, trademarks, trademark rights, trade names, trade name rights, copyrights and rights with respect to the foregoing which are required to conduct its business except where the failure to do so could not reasonably be expected to have a Material Adverse Effect. No event has occurred which, to the knowledge of the Borrowers, permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and, to the knowledge of the Borrowers, neither the Borrowers nor any Subsidiary thereof is liable to any Person for infringement under Applicable Law with respect to any such rights as a result of its business operations, except as could not reasonably be expected to have a Material Adverse Effect.

(h) Environmental Matters. Except as set forth on Schedule 6.1(h) (and

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only to the extent described therein) or as could not reasonably be expected to have a Material Adverse Effect:

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(i) The properties of the Borrowers and their Subsidiaries (including soils, surface waters, groundwaters on, at or under such properties) do not contain and are not otherwise affected by, and to the Borrowers' knowledge have not previously contained or been affected by, any Hazardous Materials in amounts or concentrations which (A) constitute or constituted a violation of applicable Environmental Laws or (B) could give rise to liability or obligation under applicable Environmental Laws;

(ii) The properties of the Borrowers and their Subsidiaries and all operations conducted in connection therewith are in compliance, and have been in compliance, with all applicable Environmental Laws, and there are no Hazardous Materials at, under or about such properties or such operations which could reasonably be expected to interfere with the continued operation of such properties;

(iii) The Borrowers and their Subsidiaries have obtained, are in compliance with, and have made all appropriate filings for issuance or renewal of, all permits, licenses, and other governmental consents required by applicable Environmental Laws ("Environmental Permits"),

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and all such Environmental Permits are in full force and effect;

(iv) Neither any of the Borrowers nor any Subsidiary thereof has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws, nor do the

Borrowers have knowledge or reason to believe that any such notice will be received or is being threatened;

(v) To the knowledge of the Borrowers, Hazardous Materials have not been transported or disposed of from the properties of the Borrowers or any of their Subsidiaries in violation of, or in a manner or to a location which could reasonably be expected to give rise to liability under, Environmental Laws, nor, to the knowledge of the Borrowers, have any Hazardous Materials been generated, treated, stored or disposed of at, on or under any of such properties in violation of, or in a manner which could reasonably be expected to give rise to liability under, any Environmental Laws;

(vi) No judicial proceedings or governmental or administrative action is pending, or, to the knowledge of the Borrowers, threatened, under any Environmental Law to which any of the Borrowers or any Subsidiary thereof has been or will be named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the properties or operations of the Borrowers and their Subsidiaries; and

(vii) To the knowledge of the Borrowers, there has been no release, or threat of release, of Hazardous Materials at or from the properties of the Borrowers or any of their Subsidiaries, in violation of or in amounts or in a manner that could reasonably be expected to give rise to liability under Environmental Laws.

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(i) ERISA.  
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(i) Each of the Borrowers and each ERISA Affiliate is in compliance with all applicable provisions of ERISA and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans except where any such noncompliance could not reasonably be expected to have a Material Adverse Effect. Except for any failure that could not reasonably be expected to have a Material Adverse Effect, each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified, and each trust related to such plan has been determined to be exempt under Section 501(a) of the Code. No liability that could reasonably be expected to have a Material Adverse Effect has been incurred by the Borrowers or any ERISA Affiliate which remains unsatisfied for any taxes or penalties with respect to any Employee Benefit Plan or any Multiemployer Plan;

(ii) No accumulated funding deficiency (as defined in Section 412 of the Code) has been incurred (without regard to any waiver granted under Section 412 of the Code), nor has any funding waiver from the Internal Revenue Service been received or requested with respect to any Pension Plan except for any accumulated funding deficiency or funding waiver that could not reasonably be expected to have a Material Adverse Effect;

(iii) Neither the Borrowers nor any ERISA Affiliate has: (A) engaged in a nonexempt prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code, (B) incurred any liability to the PBGC which remains outstanding other than the payment of premiums and there are no premium payments which are due and unpaid, (C) failed to make a required contribution or payment to a Multiemployer Plan, or (D) failed to make a required installment or other required payment under Section 412 of the Code, except where any of the foregoing individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect;

(iv) No Termination Event that could reasonably be expected to result in a Material Adverse Effect has occurred or is reasonably expected to occur; and

(v) No proceeding, claim, lawsuit and/or investigation is existing or, to the knowledge of the Borrowers, threatened concerning or involving any Employee Benefit Plan that could reasonably be expected to result in a Material Adverse Effect.

(j) Margin Stock. No Borrower or any Subsidiary thereof is engaged  
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principally or as one of its material activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used in Regulation U of the Board of Governors of the Federal Reserve System). No part of the proceeds of any of the Loans or Letters of Credit will be used for purchasing or carrying margin stock, unless the Borrowers shall have given the Administrative Agent and Lenders prior notice of

such event and such other information as is reasonably necessary to permit the Administrative Agent and Lenders to comply, in a timely fashion, with all reporting obligations required by

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Applicable Law, or for any purpose which violates, or which would be inconsistent with, the provisions of Regulation T, U or X of such Board of Governors.

(k) Government Regulation. No Borrower or any Subsidiary thereof is an  
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"investment company" or a company "controlled" by an "investment company" (as each such term is defined or used in the Investment Company Act of 1940, as amended) and neither the Borrowers nor any Subsidiary thereof is, or after giving effect to any Extension of Credit will be, subject to regulation under the Public Utility Holding Company Act of 1935 or the Interstate Commerce Act, each as amended.

(l) Burdensome Provisions. No Borrower or any Subsidiary thereof is a  
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party to any indenture, agreement (excluding the CSC Agreement and the CSC Put), lease or other instrument, or subject to any corporate or partnership restriction, Governmental Approval or Applicable Law which is so unusual or burdensome that in the foreseeable future it could be reasonably expected to have a Material Adverse Affect. The Borrowers and their Subsidiaries do not presently anticipate that their future expenditures needed to meet the provisions of any statutes, orders, rules or regulations of a Governmental Authority will be so burdensome as to have a Material Adverse Effect.

(m) Financial Statements; Financial Condition: Etc.  
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The financial statements delivered to the Lenders pursuant to Section 5.1(e)(i) and, if applicable, Section 7.1, copies of which have been furnished to the Administrative Agent and each Lender, have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the absence of footnotes and subject to normal year end adjustments), are complete in all material respects and fairly present in all material respects the assets, liabilities and financial position of the Borrowers and their Subsidiaries as at such dates, and the results of the operations and changes of financial position for the periods then ended, subject, in the case of unaudited financial statements, to the absence of footnotes and normal year end adjustments.

(n) No Material Adverse Effect. Since December 31, 2000, there has  
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been no Material Adverse Effect (it being understood and agreed by the parties hereto that the spinoff of Certegy on the terms and in the manner previously disclosed to the Administrative Agent and the Lenders does not constitute a Material Adverse Effect).

(o) Liens. None of the properties and assets of the Borrowers or any  
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Subsidiary thereof is subject to any Lien, except Liens permitted pursuant to Section 9.2.

(p) Debt and Support Obligations. Schedule 6.1(p) is a complete and  
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correct listing of all Debt and Support Obligations of the Borrowers and their Subsidiaries as of the Closing Date.

(q) Litigation. There are no actions, suits or proceedings pending  
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nor, to the knowledge of the Borrowers, threatened against or affecting the Borrowers or any Subsidiary thereof or any of their respective properties in any court or before any arbitrator of any kind or

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before or by any Governmental Authority, which could reasonably be expected to have a Material Adverse Effect.

(r) Absence of Defaults. No event has occurred and is continuing which  
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constitutes a Default or an Event of Default.

(s) Absence of Bankruptcy Events. Since December 31, 2000, no event  
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has occurred and is continuing which constitutes a Bankruptcy Event.

(t) Accuracy and Completeness of Information. As of the Closing Date,  
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the Borrowers have disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which they or any of their Subsidiaries are subject, and all other matters known to them, other than general market, economic and industry conditions, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The written information, taken as a whole, furnished by or on behalf of the Borrowers to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) does not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided

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that, with respect to any projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(u) Property. The Borrowers and their Subsidiaries have good and  
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marketable title to all material Property owned by them and valid leasehold interests in all material Property leased by them (except as permitted by the terms of this Agreement), free and clear of all Liens, except for Liens permitted pursuant to Section 9.2.

(v) Labor Practices. No Borrower or any Subsidiary thereof is engaged  
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in any unfair labor practices that could reasonably be expected to have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against any Borrower or any Subsidiary thereof, to the knowledge of the Borrowers, threatened against a Borrower or any Subsidiary thereof, before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against a Borrower or any Subsidiary thereof or, to the knowledge of the Borrowers, threatened against a Borrower or any Subsidiary thereof, (ii) no strike, labor dispute, slowdown or stoppage pending against a Borrower or any of its Subsidiaries or, to the knowledge of the Borrowers, threatened against a Borrower or any Subsidiary thereof and (iii) no union representation question exists with respect to the employees of a Borrower or any Subsidiary thereof, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as could not reasonably be expected to have a Material Adverse Effect.

#### SECTION 6.2 Survival of Representations and Warranties, Etc. -----

All representations and warranties set forth in this Article VI and all representations and warranties contained in any certificate related hereto, or any of the Loan Documents (including

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but not limited to any such representation or warranty made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date, shall survive the Closing Date and shall not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Lenders or any borrowing hereunder.

### ARTICLE VII

#### FINANCIAL INFORMATION AND NOTICES -----

Until all the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the later of the 364 Day Facility Termination Date or the Multi-Year Facility Termination Date has occurred, unless consent has been obtained in the manner set forth in Section 13.11 hereof, the Company will furnish or cause to be furnished to the Administrative Agent and to the Lenders at their respective addresses as set forth in Section 13.1 and on Schedule 13.1, or such other office as may be

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designated by the Administrative Agent and Lenders from time to time:

#### SECTION 7.1 Financial Statements, Etc. -----

(a) Quarterly Financial Statements. As soon as practicable and in any  
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event within fifty (50) days after the end of each of the first three fiscal quarters of each Fiscal Year, either (i) a copy of a report on Form 10-Q, or any successor form, and any amendments thereto, filed by the Company with the Securities and Exchange Commission with respect to the immediately preceding fiscal quarter or (ii) an unaudited Consolidated balance sheet of the Company and its Subsidiaries as of the close of such fiscal quarter and unaudited



Consolidated statements of income, stockholders' equity and cash flows for the fiscal quarter then ended and that portion of the Fiscal Year then ended, including any notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the preceding Fiscal Year and prepared by the Company in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the period, and certified by a Responsible Officer of the Company to present fairly in all material respects the financial condition of the Company and its Subsidiaries as of their respective dates and the results of operations of the Company and its Subsidiaries for the respective periods then ended, subject to normal year end adjustments and to the absence of footnotes required by GAAP.

(b) Annual Financial Statements. As soon as practicable and in any

event within ninety-five (95) days after the end of each Fiscal Year, either (i) a copy of a report on Form 10-K, or any successor form, and any amendments thereto, filed by the Company with the Securities and Exchange Commission with respect to the immediately preceding Fiscal Year or (ii) an audited Consolidated balance sheet of the Company and its Subsidiaries as of the close of such Fiscal Year and audited Consolidated statements of income, stockholders' equity and cash flows

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for the Fiscal Year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding Fiscal Year and prepared by the Company and certified by a nationally recognized independent certified public accounting firm acceptable to the Administrative Agent in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operation of any change in the application of accounting principles and practices during the year, and accompanied by a report thereon by such certified public accountants that is not qualified with respect to scope limitations imposed by the Company or any of its Subsidiaries or with respect to accounting principles followed by the Company or any of its Subsidiaries not in accordance with GAAP.

SECTION 7.2 Officer's Compliance Certificate.

At each time financial statements are delivered pursuant to Section 7.1(a) or (b), a certificate of a Responsible Officer of the Company in the form of Exhibit H attached hereto (an "Officer's Compliance Certificate"), including

the calculations prepared by such Responsible Officer required to establish whether or not the Borrowers and their Subsidiaries are in compliance with the financial covenants set forth in Section 9.1 hereof as at the end of each respective period.

SECTION 7.3 Accountants' Certificate.

At each time financial statements are delivered pursuant to Section 7.1(b), a certificate of the independent public accountants certifying such financial statements addressed to the Administrative Agent for the benefit of the Lenders stating that in making the examination necessary for the certification of such financial statements, they obtained no knowledge of any Default or Event of Default or, if such is not the case, specifying such Default or Event of Default and its nature and period of existence.

SECTION 7.4 Other Reports.

(a) Promptly after the filing thereof, a copy of (i) each report or other filing made by any of the Borrowers or any of their Subsidiaries with the Securities and Exchange Commission and required by the Securities and Exchange Commission to be delivered to the shareholders of the Borrowers or any Subsidiary thereof, (ii) each report made by any of the Borrowers or any Subsidiary thereof to the Securities and Exchange Commission on Form 8-K and (iii) each final registration statement of any of the Borrowers or any Subsidiary thereof filed with the Securities and Exchange Commission, except in connection with pension plans and other employee benefit plans; and

(b) Such other information regarding the operations, business affairs and financial condition of the Borrowers and/or any of their Subsidiaries as the Administrative Agent or any Lender may reasonably request.

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SECTION 7.5 Notice of Litigation and Other Matters.

Prompt (but in no event later than (x) with respect to clause (d) below, two (2) Business Days after a Responsible Officer obtains knowledge thereof or (y) with respect to any other clause below, five (5) Business Days after a Responsible Officer obtains knowledge thereof) telephonic (confirmed in writing) or written notice of:

(a) the commencement of all proceedings and investigations by or before any Governmental Authority and all actions and proceedings in any court or before any arbitrator against or involving any of the Borrowers or any Subsidiary thereof or any of their respective properties, assets or businesses the potential liability of which in the reasonable judgment of the Borrowers could reasonably be expected to exceed \$25,000,000;

(b) any notice of any violation received by any of the Borrowers or any Subsidiary thereof from any Governmental Authority including, without limitation, any notice of violation of Environmental Laws, the potential liability of which in the reasonable judgment of the Borrowers in any such case could reasonably be expected to exceed \$25,000,000;

(c) (i) any unfavorable determination letter from the Internal Revenue Service regarding the qualification of an Employee Benefit Plan under Section 401(a) of the Code (along with a copy thereof) which could reasonably be expected to have a Material Adverse Effect, (ii) all notices received by any of the Borrowers or any ERISA Affiliate of the PBGC's intent to terminate any Pension Plan or to have a trustee appointed to administer any Pension Plan, which could reasonably be expected to have a Material Adverse Effect, (iii) all notices received by any of the Borrowers or any ERISA Affiliate from a Multiemployer Plan sponsor concerning the imposition or amount of withdrawal liability pursuant to Section 4202 of ERISA which could reasonably be expected to have a Material Adverse Effect, (iv) the Borrowers obtaining knowledge or reason to know that the Borrowers or any ERISA Affiliate has filed or intends to file a notice of intent to terminate any Pension Plan under a distress termination within the meaning of Section 4041(c) of ERISA which could reasonably be expected to have a Material Adverse Effect, and (v) the occurrence of a Reportable Event which could reasonably be expected to have a Material Adverse Effect;

(d) the occurrence of any Default or an Event of Default; and

(e) the receipt by the Company or any of its Subsidiaries of written notice from CSC or any of its Subsidiaries regarding the exercise of the CSC Put.

SECTION 7.6           Ratings Change.  
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The Company shall, no later than five (5) Business Days after a Responsible Officer obtains knowledge of any such change, give notice to the Administrative Agent (by telephone, followed promptly by written notice transmitted by facsimile with a hand copy sent promptly thereafter) of any change (either expressly or pursuant to a letter from S&P or Moody's stating an "implied" rating, excluding in all cases any private indicative ratings that the Company may request from time to time from Moody's or S&P) in rating by S&P or Moody's in respect of the

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Company's non-credit enhanced senior unsecured long-term debt, together with details thereof, and of any announcement by S&P or Moody's that its rating in respect of such non-credit enhanced senior unsecured long-term debt is "under review" or that any such debt rating has been placed on a "Credit Watch List" (R) or "watch list" or that any similar action has been taken by S&P or Moody's.

SECTION 7.7           Accuracy of Information.  
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All written information, reports, statements and other papers and data furnished by or on behalf of the Borrowers to the Administrative Agent or any Lender (other than financial forecasts) whether pursuant to this Article VII or any other provision of this Agreement, shall be, at the time the same is so furnished, true and complete in all material respects.

ARTICLE VIII

AFFIRMATIVE COVENANTS  
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Until all of the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the later of the 364 Day Facility Termination Date and the Multi-Year Facility Termination Date has occurred, unless consent has been obtained in the manner provided for in Section 13.11, each Borrower will, and will cause each of its respective Subsidiaries to:

SECTION 8.1                    Preservation of Corporate Existence and Related Matters.  
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(i) Except as permitted by Section 9.4 and Section 9.5, preserve and maintain its separate corporate existence and all rights, franchises, licenses and privileges necessary to the conduct of its business, provided, however, -----  
that, subject to compliance with Section 8.9, nothing in the foregoing shall prevent the Company or any Subsidiary from discontinuing any line of business if (i) no Default or Event of Default exists or would result therefrom, and (ii) with respect to the discontinuance of a material line of business, the Board of Directors of the Company determines in good faith that such discontinuance is in the best interest of the Company and its Consolidated Subsidiaries, taken as a whole.

(ii) Qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction where the nature and scope of its activities require it to so qualify under Applicable Law, except where the failure to so preserve and maintain its existence and rights or to so qualify could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.2                    Maintenance of Property.  
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Protect and preserve all properties useful in and material to its business, including copyrights, patents, trade names and trademarks; maintain in good working order and condition all buildings, equipment and other tangible real and personal property material to the conduct of its business, ordinary wear and tear excepted; and from time to time make or cause to be made all renewals, replacements and additions to such property necessary for the conduct of its

business, so that the business carried on in connection therewith may be properly and advantageously conducted at all times, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.3                    Insurance.  
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Maintain insurance with financially sound and reputable insurance companies against such risks and in such amounts as are consistent with past practices and prudent business practice (and in any event consistent with normal industry practice), and as may be required by Applicable Law.

SECTION 8.4                    Accounting Methods and Financial Records.  
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Maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete in all material respects) as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP and in compliance with the regulations of any Governmental Authority having jurisdiction over it or any of its properties.

SECTION 8.5                    Payment and Performance of Obligations.  
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(a) Pay and perform all of its Obligations under this Agreement and the other Loan Documents.

(b) Pay and discharge (i) all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and (ii) all other material indebtedness, obligations and liabilities in accordance with customary trade practices; provided that such Borrower or -----

Subsidiary may contest any item described in clause (i) or (ii) of this Section 8.5(b) in good faith and by proper proceedings so long as adequate reserves are maintained with respect thereto to the extent required by GAAP.

(c) Perform all of its obligations under the terms of each mortgage, indenture, security agreement, loan agreement or credit agreement and each other agreement, contract or instrument by which it is bound, except where such non-performances could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 8.6                    Compliance With Laws and Approvals.  
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Observe and remain in compliance with all Applicable Laws and maintain in full force and effect all Governmental Approvals, in each case applicable to the conduct of its business, except where the failure to observe, comply or maintain

could not reasonably be expected to have a Material Adverse Effect.

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SECTION 8.7 Environmental Laws.  
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In addition to and without limiting the generality of Section 8.6, (a) comply with, and use commercially reasonable efforts to ensure such compliance by all tenants and subtenants with all applicable Environmental Laws and obtain and comply with and maintain, and ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except where the failure to obtain, comply or maintain could not reasonably be expected to have a Material Adverse Effect, (b) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws, and promptly comply with all lawful orders and directives of any Governmental Authority regarding Environmental Laws, except (i) where the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) to the extent the Borrowers or any of their Subsidiaries are contesting, in good faith, any such requirement, order or directive before the appropriate Governmental Authority so long as adequate reserves are maintained with respect thereto to the extent required by GAAP, and (c) defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective parents, Subsidiaries, Affiliates, employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under any Environmental Laws applicable to the operations or properties of the Borrowers or such Subsidiaries, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable and actual attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

SECTION 8.8 Compliance with ERISA.  
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In addition to and without limiting the generality of Section 8.6, (a) comply with all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect, (b) not take any action or fail to take action the result of which would result in a liability to the PBGC or to a Multiemployer Plan in an amount that could reasonably be expected to have a Material Adverse Effect, and (c) furnish to the Administrative Agent or any Lender upon the Administrative Agent's or such Lender's request such additional information about any Employee Benefit Plan concerning compliance with this covenant as may be reasonably requested by the Administrative Agent or such Lender.

SECTION 8.9 Conduct of Business.  
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Carry on substantially all of its businesses in substantially the same fields as the businesses conducted on the Closing Date and in lines of business reasonably related thereto or as otherwise permitted pursuant to the terms of this Agreement. Additionally, the Permitted Securitization Subsidiary may carry on activities necessary or incidental to the acquisition of

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accounts receivable and related rights from the Company and the financing of such accounts receivable and related rights.

SECTION 8.10 Visits and Inspections.  
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Subject to compliance with applicable securities laws, permit representatives of the Administrative Agent or any Lender, from time to time upon reasonable prior written notice to the Company and during ordinary business hours, to visit and inspect its properties; inspect and make extracts from its books, records and files, including, but not limited to, management letters prepared by independent accountants; and discuss with its principal officers, and its independent accountants, its business, assets, liabilities, financial condition, results of operations and business prospects. Notwithstanding the foregoing, neither the Administrative Agent nor the Issuing Lender or any other Lender shall have the right to inspect or make or receive copies of any customer data files or any other credit information or files concerning consumers owned or maintained by the Company or any of its Subsidiaries.

SECTION 8.11 Use of Proceeds.  
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Use the proceeds of the Extensions of Credit for the purposes set forth in Section 2.1(b).

ARTICLE IX

NEGATIVE COVENANTS  
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Until all of the Obligations (other than contingent liabilities not yet due and payable) have been paid and satisfied in full and the later of the 364 Day Facility Termination Date and the Multi-Year Facility Termination Date has occurred, unless consent has been obtained in the manner set forth in Section 13.11:

SECTION 9.1 Financial Covenants.  
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(a) Maximum Leverage Ratio. As of the end of each fiscal quarter, commencing with the end of the first fiscal quarter ending after the Closing Date, the Borrowers will not permit the Leverage Ratio to be greater than 3.00 to 1.00; provided, however, the maximum Leverage Ratio may be greater than 3.00 to 1.00 but shall not be greater than 3.25 to 1.00 as of the end of each of the first four (4) fiscal quarters ending after the payment by the Company of its obligations in connection with the CSC Put.

(b) Minimum Interest Coverage Ratio. As of the end of each fiscal quarter, commencing with the end of the first fiscal quarter ending after the Closing Date, the Borrowers will not permit the Interest Coverage Ratio to be less than 4.00 to 1.00.

SECTION 9.2 Limitations on Liens.  
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No Borrower will, nor will it permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien on, or with respect to, any of its assets or properties (including without

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limitation shares of Capital Stock or other ownership interests owned by it), real or personal, whether now owned or hereafter acquired, except:

(a) Liens existing on the Closing Date and set forth on Schedule 9.2;  
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(b) Liens for taxes, assessments and other governmental charges or levies not yet due or as to which the period of grace, if any, related thereto has not expired or which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;

(c) The Liens of materialmen, mechanics, carriers, warehousemen, processors or landlords for labor, materials, supplies or rentals and other Liens imposed by law so long as such Liens secure claims incurred in the ordinary course of business, (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;

(d) Liens consisting of deposits or pledges made in the ordinary course of business (i) in connection with, or to secure payment of, obligations under workers' compensation, unemployment insurance or similar legislation or obligations under customer service contracts or (ii) to secure the performance of letters of credit, bids, tenders, sales, contracts, leases, statutory obligations, surety, appeal and performance bonds and other similar obligations incurred in the ordinary course of business, in each case not incurred in connection with the borrowing of money or the payment of the deferred purchase price of property;

(e) Liens constituting encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property, which in the aggregate are not substantial in amount and which do not, in any case, materially detract from the value of any material parcel of real property or impair the use thereof in the ordinary conduct of business;

(f) Liens in favor of the Administrative Agent for the benefit of the Administrative Agent and the Lenders;

(g) Liens on the property or assets of any Subsidiary existing at the time such Subsidiary becomes a Subsidiary of a Borrower and not incurred in contemplation thereof, as long as the outstanding principal amount of the Debt secured thereby is not voluntarily increased by such Subsidiary after the date such Subsidiary becomes a Subsidiary of such Borrower;

(h) Liens on the property or assets of the Borrowers or any Subsidiary securing Debt which is incurred to finance or refinance the acquisition of such property or assets, provided that (i) each such Lien shall be created substantially simultaneously with the acquisition of the related property or assets; (ii) each such Lien does not at any time encumber any property other than the related property or assets financed by such Debt and the proceeds thereof; (iii) the principal amount of Debt secured by each such Lien is not increased; and (iv) the principal amount of Debt secured by each such Lien (together with any accrued interest thereon and closing costs relating thereto) shall at no time exceed 100% of the original purchase price of such related property or assets at the time acquired;

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(i) Liens consisting of judgment or judicial attachment Liens, provided that (i) the claims giving rise to such Liens are being diligently - - - - - contested in good faith by appropriate proceedings, (ii) adequate reserves for the obligations secured by such Liens have been established and (iii) enforcement of such Liens has been stayed;

(j) any Lien against the Company or any Consolidated Subsidiary evidencing the transfer of any receivables and related property to any Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction;

(k) any Lien against a Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction;

(l) any Lien on any specific fixed asset of any corporation existing at the time such corporation is merged or consolidated with or into any Borrower or a Consolidated Subsidiary and not created in contemplation of such event;

(m) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section, provided that (i) such Debt is not secured by any additional assets, and (ii) the amount of such Debt (together with any accrued interest thereon and closing costs relating thereto) secured by any such Lien is not increased;

(n) any Lien existing on any specific fixed asset prior to the acquisition thereof by any Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;

(o) Liens securing Debt owing by any Subsidiary to the Company or another Wholly Owned Subsidiary;

(p) inchoate Liens arising under ERISA to secure current service pension liabilities as they are incurred under the provisions of Plans from time to time in effect;

(q) rights reserved to or invested in any municipality or governmental, statutory or public authority to control or regulate any property of such Borrower or such Subsidiary, as the case may be, or to use such property in a manner which does not materially impair the use of such property for the purposes of which it is held by such Borrower or such Subsidiary, as the case may be; and

(r) Liens not otherwise permitted by this Section 9.2 securing Debt or other obligations in an aggregate principal amount at any time outstanding that does not exceed 20% of Consolidated Net Tangible Assets.

SECTION 9.3            Limitations on Subsidiary Debt.  
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No Borrower will permit any Subsidiary of the Company to contract, create, incur, assume or permit to exist any Debt, except:

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(a) Debt arising under this Agreement and the other Loan Documents;

(b) Debt existing as of the Closing Date as referenced on Schedule 6.1(p) (and renewals, refinancings or extensions thereof on terms and conditions no less favorable in any material respect to such Person than such existing Debt and in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension);

(c) Capital Lease obligations and Debt incurred, in each case, to provide all or a portion of the purchase price or costs of construction of an asset or, in the case of a Sale and Leaseback Transaction, to finance the value of such asset owned by the Borrower or any of its Subsidiaries, provided that

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(i) such Debt when incurred shall not exceed the purchase price or cost of construction of such asset or, in the case of a Sale and Leaseback Transaction, the fair market value of such asset and any transaction costs directly related thereto, (ii) no such Debt shall be refinanced for a principal amount in excess of the principal balance outstanding thereon (together with any accrued interest thereon and closing costs relating thereto) at the time of such refinancing; and (iii) the aggregate principal amount of all such Debt shall not exceed \$200,000,000 at any time outstanding;

(d) unsecured intercompany Debt owed by any Subsidiary of the Company to the Company or any other Subsidiary of the Company;

(e) Debt and Obligations owing under Hedging Agreements relating to the Loans hereunder and other Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Debt in connection with any Permitted Securitization Transaction;

(g) Debt of the types described in clause (j) of the definition of Debt which is incurred in the ordinary course of business in connection with (1) the sale or purchase of goods, or (2) to assure performance by the Company or any of its Subsidiaries of their respective service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations;

(h) Support Obligations of Debt of the Company or Debt otherwise permitted under this Section 9.3; and

(i) other Debt of the Subsidiaries which does not exceed 20% of Consolidated Net Tangible Assets in the aggregate at anytime outstanding; and

SECTION 9.4            Limitations on Mergers and Liquidation.  
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No Borrower will, nor will it permit any of its Subsidiaries to, merge, consolidate or enter into any similar combination with any other Person or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), except:

(a) Any Borrower or a Subsidiary may merge with another Person that is not a Borrower or a Subsidiary, provided that (i) such other Person is organized

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under the law of the United States or one of its states, (ii) in the case of any merger involving a Borrower, such

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Borrower is the corporation surviving such merger, (iii) in the case of any merger involving a Subsidiary, the survivor is or will become a Subsidiary of the Company, (iv) immediately prior to and after giving effect to such merger, no Default or Event of Default exists or would exist, (iv) the Board of Directors of such Person has approved such merger and (v) such transaction is permitted under Section 9.6;

(b) Any Subsidiary that is not a Borrower may merge into a Borrower or any Wholly-Owned Subsidiary of a Borrower;

(c) Any Subsidiary that is not a Borrower may liquidate, wind-up or dissolve itself into a Borrower or any Wholly-Owned Subsidiary of a Borrower;

(d) Any Borrower may merge with any other Borrower, provided that in the case of any merger involving the Company, the Company is the corporation surviving such merger; and

(e) Any Borrower (other than the Company) may liquidate, wind-up or dissolve itself into any other Borrower.

SECTION 9.5            Limitation on Asset Dispositions.  
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No Borrower will, nor will it permit any of its Subsidiaries to, make any Asset Disposition (including, without limitation, in connection with any Sale and Leaseback Transaction), in one transaction or a series of transactions, unless (a) no Default or Event of Default shall exist on the date of, or shall result from, any such transaction (including after giving effect to such transaction on a pro forma basis), and (b) the assets so disposed of or transferred in connection with all such Asset Dispositions in any Fiscal Year

did not contribute, in the aggregate, more than 17.5% of Consolidated Operating Profit for the immediately preceding Fiscal Year.

SECTION 9.6            Limitations on Acquisitions.  
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Other than transactions permitted under Section 9.7, no Borrower will, nor will it permit any of its Subsidiaries to, acquire all or any portion of the Capital Stock or other ownership interest in any Person which is not a Subsidiary or all or any substantial portion of the assets, property and/or operations of a Person which is not a Subsidiary, unless (a) the Person, assets,

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property and/or operations being acquired engage in or are engaged in the same line of business as that engaged in by the Borrower and its Subsidiaries on the Closing Date or a business reasonably related thereto, (b) in the case of an acquisition of Capital Stock or other ownership interest of a Person, the Board of Directors of the Person which is the subject of such acquisition shall have approved the acquisition (c) no Default or Event of Default shall exist on the date of, or shall result from, any such acquisition (including after giving effect to such transaction on a pro forma basis) and (d) in the case of the acquisition of all or any portion of the Capital Stock or other ownership interest in any Person, such Person so acquired will be Consolidated with the Company in its financial statements upon the consummation of such acquisition.

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SECTION 9.7            Limitation on Restricted Investments.  
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No Borrower will, nor will it permit any of its Subsidiaries to, make any Restricted Investment unless, after giving effect thereto, the aggregate amount of all such Restricted Investments outstanding at any time does not exceed 20% of the Consolidated Total Assets; provided that (i) the foregoing

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shall be tested as at the end of each fiscal quarter, and (ii) no Default or Event of Default shall have occurred and be continuing both before and after giving effect to any such Restricted Investment.

SECTION 9.8            Limitation on Restricted Payments.  
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No Borrower will, nor will it permit any of its Subsidiaries to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except that the Company and its Subsidiaries may make dividends and repurchase or redeem its Capital Stock in an aggregate amount in any Fiscal Year not to exceed 20% of Consolidated Total Assets (measured as of December 31 of the most recently ended Fiscal Year).

SECTION 9.9            Limitation on Transactions with Affiliates.  
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Neither any Borrower nor any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of such Borrower or such Subsidiary (which Affiliate is not a Borrower or a Subsidiary), except pursuant to the reasonable requirements of its business and upon fair and reasonable terms that are no less favorable to such Borrower or such Subsidiary than would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 9.10          Limitation on Certain Accounting Changes.  
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No Borrower will (a) change its Fiscal Year end in order to avoid a Default or an Event of Default or if a Material Adverse Effect would result therefrom or (b) make any material change in its accounting treatment and reporting practices except as required by GAAP.

SECTION 9.11          Limitation of Restricting Subsidiary Dividends and  
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Distributions.  
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No Borrower will permit any Subsidiary to agree to, incur, assume or suffer to exist any restriction, limitation or other encumbrance (by covenant or otherwise) on the ability of such Subsidiary to make any payment to a Borrower or any of its Subsidiaries (in the form of dividends, intercompany advances or otherwise) or to transfer any of its properties or assets to a Borrower or any of its Subsidiaries, except:

(a) Restrictions and limitations existing on the Closing Date and described on Schedule 9.11;  
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(b) Restrictions and limitations applicable to a Subsidiary existing



at the time such Subsidiary becomes a Subsidiary of a Borrower and not incurred in contemplation thereof, as

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long as no such restriction or limitation is made more restrictive after the date such Subsidiary becomes a Subsidiary of such Borrower;

(c) Restrictions and limitations imposed on any Permitted Securitization Subsidiary in connection with a Permitted Securitization Transaction;

(d) Restrictions and limitations existing pursuant to this Agreement; and

(e) Other restrictions and limitations that are not material either individually or in the aggregate.

ARTICLE X

GUARANTY OF THE COMPANY

SECTION 10.1 Guaranty of Payment.

Subject to Section 10.7 below, the Company hereby unconditionally guarantees to each Lender and the Administrative Agent the prompt payment of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise). This guaranty is a guaranty of payment and not solely of collection and is a continuing guaranty and shall apply to all Guaranteed Obligations whenever arising.

SECTION 10.2 Obligations Unconditional.

The obligations of the Company hereunder are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of this Agreement, or any other agreement or instrument referred to herein, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. The Company agrees that this guaranty may be enforced by the Lenders without the necessity at any time of resorting to or exhausting any security or collateral and without the necessity at any time of having recourse to the Notes, this Agreement or any other Loan Document or any collateral, if any, hereafter securing the Guaranteed Obligations or otherwise and the Company hereby waives the right to require the Lenders to proceed against a Designated Borrower or any other Person (including a co-guarantor) or to require the Lenders to pursue any other remedy or enforce any other right. The Company further agrees that it shall have no right of subrogation, indemnity, reimbursement or contribution against a Designated Borrower or any other guarantor of the Guaranteed Obligations for amounts paid under this guaranty until such time as the Lenders have been paid in full, all commitments under this Agreement have been terminated and no Person or Governmental Authority shall have any right to request any return or reimbursement of funds from the Lenders in connection with monies received under this Agreement. The Company further agrees that nothing contained herein shall prevent the Lenders from suing on the Notes, this Agreement or any other Loan Document or foreclosing its security interest in or Lien on any collateral, if any, securing the Guaranteed Obligations or from exercising any other rights available to it under this Agreement, the Notes, or any other instrument of security, if any, and the exercise of any of the

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aforsaid rights and the completion of any foreclosure proceedings shall not constitute a discharge of any of the Company's obligations hereunder; it being the purpose and intent of the Company that its obligations hereunder shall be absolute, independent and unconditional under any and all circumstances. Neither the Company's obligations under this guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of a Designated Borrower or by reason of the bankruptcy or insolvency of such Borrower. The Company waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance of by the Administrative Agent or any Lender upon this guaranty or acceptance of this guaranty. The Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this guaranty. All dealings between the Designated Borrowers and the Company, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this guaranty.

SECTION 10.3        Modifications.  
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The Company agrees that (a) all or any part of the security which hereafter may be held for the Guaranteed Obligations, if any, may be exchanged, compromised or surrendered from time to time; (b) the Lenders shall not have any obligation to protect, perfect, secure or insure any such security interests, liens or encumbrances which hereafter may be held, if any, for the Guaranteed Obligations or the properties subject thereto; (c) the time or place of payment of the Guaranteed Obligations may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; (d) a Designated Borrower and any other party liable for payment under this Agreement may be granted indulgences generally; (e) any of the provisions of the Notes, this Agreement or any other Loan Document may be modified, amended or waived; (f) any party (including any co-guarantor) liable for the payment thereof may be granted indulgences or be released; and (g) any deposit balance for the credit of a Designated Borrower or any other party liable for the payment of the Guaranteed Obligations or liable upon any security therefor may be released, in whole or in part, at, before or after the stated, extended or accelerated maturity of the Guaranteed Obligations, all without notice to or further assent by the Company in its capacity as a guarantor under this Article X, which shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

SECTION 10.4        Waiver of Rights.  
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The Company expressly waives to the fullest extent permitted by applicable law: (a) notice of acceptance of this guaranty by the Lenders and of all Extensions of Credit to a Designated Borrower by the Lenders; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the Lenders obtaining, amending, substituting for, releasing, waiving or modifying any Lien, if any, hereafter securing the Guaranteed Obligations, or the Lenders' subordinating, compromising, discharging or releasing such Liens, if any; (e) all

other notices to which the Company might otherwise be entitled in connection with the guaranty evidenced by this Article X; and (f) demand for payment under this guaranty.

SECTION 10.5        Reinstatement.  
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The obligations of the Company under this Article X shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Company agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 10.6        Remedies.  
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The Company agrees that, as between the Company, on the one hand, and the Administrative Agent and the Lenders, on the other hand, the Guaranteed Obligations may be declared to be forthwith due and payable as provided in Section 11.2 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 11.2) notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing such Guaranteed Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or such Guaranteed Obligations being deemed to have become automatically due and payable), such Guaranteed Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Company.

SECTION 10.7        Limitation of Guaranty.  
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Notwithstanding any provision to the contrary contained herein, to the extent the obligations of the Company shall be adjudicated to be invalid or

unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of the Company hereunder shall be limited to the maximum amount that is permissible under Applicable Law (whether federal or state and including, without limitation, the Federal Bankruptcy Code (as now or hereinafter in effect)).

ARTICLE XI

DEFAULT AND REMEDIES

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SECTION 11.1 Events of Default.  
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Each of the following shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any Governmental Authority or otherwise:

(a) Default in Payment of Principal of Loans and Reimbursement  
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Obligation. Any Borrower shall default in any payment of principal of any Loan, Note or Reimbursement Obligation when and as due (whether at maturity, by reason of acceleration or otherwise).

(b) Other Payment Default. Any Borrower shall default in the payment  
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when and as due (whether at maturity, by reason of acceleration or otherwise) of any interest, fees or other amounts owing on any Loan, Note or Reimbursement Obligation or the payment of any other Obligation, and such default shall continue unremedied for five (5) Business Days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Company by the Administrative Agent.

(c) Misrepresentation. Any representation, warranty or statement made  
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or deemed to be made by any Borrower or any of its Subsidiaries, if applicable, under this Agreement, any Loan Document or any amendment hereto or thereto or in any certificate delivered to the Administrative Agent or to any Lender pursuant hereto and thereto, shall at any time prove to have been incorrect or misleading in any material respect when made or deemed made.

(d) Default in Performance of Certain Covenants. (i) Any of the  
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Borrowers shall default in the performance or observance of any covenant or agreement contained in Sections 7.5(d), 8.1(i) and 8.11 and Article IX or (ii) any of the Borrowers shall default in the performance or observance of any other covenant or agreement contained in Article VII, and such default shall continue unremedied for fifteen days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Company by the Administrative Agent.

(e) Default in Performance of Other Covenants and Conditions. Any of  
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the Borrowers or any Subsidiary thereof, if applicable, shall default in the performance or observance of any term, covenant, condition or agreement contained in this Agreement (other than as specifically provided for otherwise in this Section 11.1) or any other Loan Document and such default shall continue for a period of thirty (30) days after the earlier of a Responsible Officer becoming aware of such default or written notice thereof has been given to the Company by the Administrative Agent.

(f) Hedging Agreement. Any termination payments in an amount greater  
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than \$20,000,000 shall be due by any Borrower under any Hedging Agreement and such amount is not paid within thirty (30) Business Days of the due date thereof.

(g) Debt Cross-Default. Any of the Borrowers or any of their  
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Material Subsidiaries shall (i) default in the payment of any Debt (other than Debt under this Agreement, the Notes or

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any Reimbursement Obligation) the aggregate outstanding amount of which Debt is in excess of \$20,000,000, beyond the period of grace if any, provided in the instrument or agreement under which such Debt was created, or (ii) default in

the observance or performance of any other agreement or condition relating to any Debt (other than Debt under this Agreement, the Notes or any Reimbursement Obligation), the aggregate outstanding amount of which Debt is in excess of \$20,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, any such Debt to become due prior to its stated maturity (any such notice having been given and any applicable grace period having expired) or (iii) breach any covenant imposed upon such Person any agreement relating to a Permitted Securitization Transaction causing the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary) has liability in excess of \$20,000,000 under such Permitted Securitization Transaction.

(h) Change in Control. An event described in clause (i), (ii) or (iii)

below shall have occurred: (i) during any period of twelve (12) consecutive months, individuals who at the beginning of such period constituted the board of directors of the Company (together with any new directors whose election by such board or whose nomination for election by the shareholders of the Company was approved by a vote of a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) and who were entitled to vote on such matters, cease for any reason to constitute a majority of the board of directors of the Company then in office, (ii) any person or group of persons (within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended) after the Closing Date shall obtain ownership or control in one or more series of transactions of more than 25% of the common stock or 25% of the voting power of the Company entitled to vote in the election of members of the board of directors of the Company or (iii) there shall have occurred under any indenture or other instrument evidencing any Debt in excess of \$20,000,000 any "change in control" (as defined in such indenture or other evidence of Debt) obligating the Company to repurchase, redeem or repay all or any part of the Debt provided for therein (any such event, a "Change in Control").

(i) Voluntary Bankruptcy Proceeding. Any Borrower or any Material

Subsidiary thereof shall (i) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts, (iii) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admit in writing its inability to pay its debts as they become due, (vi) make a general assignment for the benefit of creditors, or (vii) take any corporate action for the purpose of authorizing any of the foregoing.

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(j) Involuntary Bankruptcy Proceeding. A case or other proceeding shall

be commenced against any Borrower or any Material Subsidiary thereof in any court of competent jurisdiction seeking (i) relief under the federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts, or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like for any Borrower or any Material Subsidiary thereof or for all or any substantial part of their respective assets, domestic or foreign, and such case or proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding (including, but not limited to, an order for relief under such federal bankruptcy laws) shall be entered.

(k) Enforcement. A creditor or an encumbrance (other than a judgment or

order of the type referred to in clause (l) of this Section 11.1) attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings and assets of any Borrower or any Subsidiary thereof having a value exceeding \$10,000,000 and (if capable of discharge) such possession is not terminated or such attachment or process is not satisfied, removed or discharge within thirty (30) days.

(l) Judgment. A judgment or order for the payment of money which causes

the aggregate amount of all such judgments or orders at any time undischarged

and unstayed as provided for in this paragraph (exclusive of amounts covered by insurance provided by reputable insurers) to exceed \$10,000,000 shall be entered against any Borrower or any Subsidiary thereof by any court and such judgment or order shall continue without discharge or stay for a period of thirty (30) days.

(m) Guaranty. At any time after the execution and delivery thereof, the

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guaranty given by the Company hereunder or any provision thereof shall cease to be in full force or effect as to the Company, or the Company or any Person acting by or on behalf of the Company shall deny or disaffirm the Company's obligations under such guaranty.

(n) ERISA. An event described in each and every clause (i), (ii) and

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(iii) below shall have occurred: (i) any Pension Plan shall fail to satisfy the minimum funding standard required for any plan year or part thereof under Section 412 of the Code or Section 302 of ERISA or a waiver of such standard or extension of any amortization period is sought or granted under Section 412 of the Code or Section 303 or 304 of ERISA, a Reportable Event shall have occurred, a contributing sponsor (as defined in Section 4001(a)(13) of ERISA) of a Pension Plan subject to Title IV of ERISA shall be subject to the advance reporting requirement of PBGC Regulation Section 4043.61 (without regard to subparagraph (b)(1) thereof) and an event described in subsection .62, .63, .64, .65, .66, .67 or .68 of PBGC Regulation Section 4043 shall be reasonably expected to occur with respect to such Pension Plan within the following thirty (30) days, any Pension Plan which is subject to Title IV of ERISA shall have had or is likely to have a trustee appointed to administer such Pension Plan, any Pension Plan which is subject to Title IV of ERISA is, shall have been or is likely to be terminated or to be the subject of termination proceedings under ERISA, any Pension Plan shall have an Unfunded Current Liability, a contribution required to be made with respect to a Pension Plan or a Foreign Pension Plan has not been timely made, the Borrowers or any of their Subsidiaries or any ERISA

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Affiliate has incurred or is likely to incur any liability to or on account of a Pension Plan under Section 409, 502(i), 502(1), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 401(a)(29), 4971 or 4975 of the Code or on account of a group health plan (as defined in Section 607(1) of ERISA or Section 4980B(g)(2) of the Code) under Section 4980B of the Code, or the Borrowers or any of their Subsidiaries has incurred or is likely to incur liabilities pursuant to one or more employee welfare benefit plans (as defined in Section 3(1) of ERISA) that provide benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) or Pension Plans or Foreign Pension Plans; (ii) there shall result from any such event or events the imposition of a lien, the granting of a security interest or a liability or a material risk of such a lien being imposed, such security interest being granted or such liability being incurred, and (iii) such lien, security interest or liability, individually, and/or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

SECTION 11.2 Remedies.

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Upon the occurrence and during the continuance of an Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrowers:

(a) Acceleration: Termination of Facilities. Declare the principal of

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and interest on the Loans, the Notes and the Reimbursement Obligations at the time outstanding, and all other amounts owed to the Lenders and to the Administrative Agent under this Agreement or any of the other Loan Documents (including, without limitation, all L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) and all other Obligations, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or the other Loan Documents to the contrary notwithstanding, and terminate the Credit Facility and any right of the Borrowers to request borrowings or Letters of Credit thereunder; provided, that

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upon the occurrence of an Event of Default specified in Section 11.1(i) or (j) with respect to the Borrowers, the Credit Facility shall be automatically terminated and all Obligations shall automatically become due and payable.

(b) Letters of Credit. With respect to all Letters of Credit with

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respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to the preceding paragraph, require the Borrowers at such time to deposit or cause to be deposited in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral

account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay the other Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, the Reimbursement Obligation shall have been satisfied and all other Obligations shall have been paid in full, the balance, if any, in such cash collateral account shall be promptly returned to the Borrowers.

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(c) Rights of Collection. Exercise on behalf of the Lenders all of its

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other rights and remedies under this Agreement, the other Loan Documents and Applicable Law, in order to satisfy all of the Obligations.

SECTION 11.3 Rights and Remedies Cumulative; Non-Waiver; etc.  
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The enumeration of the rights and remedies of the Administrative Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the Loan Documents or that may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Administrative Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Borrowers, the Administrative Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

## ARTICLE XII

### THE ADMINISTRATIVE AGENT -----

SECTION 12.1 Appointment.  
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Each of the Lenders hereby irrevocably designates and appoints Bank of America as Administrative Agent of such Lender under this Agreement and the other Loan Documents for the term hereof and each such Lender irrevocably authorizes Bank of America as Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and such other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement or such other Loan Documents, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein and therein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or the other Loan Documents or otherwise exist against the Administrative Agent. Any reference to the Administrative Agent in this Article XII shall be deemed to refer to the Administrative Agent solely in its capacity as Administrative Agent and not in its capacity as a Lender.

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SECTION 12.2 Delegation of Duties.  
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The Administrative Agent may execute any of its respective duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by the Administrative Agent with reasonable care.

SECTION 12.3 Exculpatory Provisions.  
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Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or the other Loan Documents (except for actions occasioned solely by its or such Person's own gross negligence or willful misconduct), or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Borrower or

any of its Subsidiaries or any officer thereof contained in this Agreement or the other Loan Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or the other Loan Documents or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or the other Loan Documents or for any failure of any Borrower or any of its Subsidiaries to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement, or to inspect the properties, books or records of any Borrower or any of its Subsidiaries.

SECTION 12.4      Reliance by the Administrative Agent.  
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The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrowers), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless such Note shall have been transferred in accordance with Section 13.9 hereof. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement and the other Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders (or, when expressly required hereby or by the relevant other Loan Document, all the Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action except for its own gross negligence or willful misconduct. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Notes in accordance with a request of the Required Lenders (or, when expressly required hereby, all the

Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 12.5      Notice of Default.  
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The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless it has received notice from a Lender or the Borrowers referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, it shall promptly give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and

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until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders, except

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to the extent that other provisions of this Agreement expressly require that any such action be taken or not be taken only with the consent and authorization or the request of the Lenders or Required Lenders, as applicable.

SECTION 12.6      Non-Reliance on the Administrative Agent and Other Lenders.  
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Each Lender expressly acknowledges that neither the Administrative Agent nor any of its respective officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of the Borrowers or any of their respective Subsidiaries, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrowers and their respective Subsidiaries and made its own decision to make its Loans and issue or participate in Letters of Credit hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own

credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrowers and their respective Subsidiaries. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder or by the other Loan Documents, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of any Borrower or any of its Subsidiaries which may come into the possession of the Administrative Agent or any of its respective officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates.

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SECTION 12.7 Indemnification.  
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The Lenders agree to indemnify the Administrative Agent in its capacity as such and (to the extent not reimbursed by the Borrowers and without limiting the obligation of the Borrowers to do so), ratably according to the respective amounts of their Aggregate Revolving Credit Commitment Percentages from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes or any Reimbursement Obligation) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided

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that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent they result from the Administrative Agent's bad faith, gross negligence or willful misconduct. The agreements in this Section 12.7 shall survive the payment of the Notes, any Reimbursement Obligation and all other amounts payable hereunder and the termination of this Agreement.

SECTION 12.8 The Administrative Agent in Its Individual Capacity.  
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The Administrative Agent and its respective Subsidiaries and Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrowers as though the Administrative Agent were not an Administrative Agent hereunder. With respect to any Loans made or renewed by it and any Note issued to it and with respect to any Letter of Credit issued by it or participated in by it, the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

SECTION 12.9 Resignation of the Administrative Agent; Successor  
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Administrative Agent.  
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The Administrative Agent may resign as Administrative Agent at any time by giving thirty (30) days advance notice thereof to the Lenders and the Company and, thereafter, the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. Upon any such resignation, the Required Lenders shall have the right, subject to the approval of the Company (so long as no Default or Event of Default has occurred and is continuing), to appoint a successor Administrative Agent, which successor shall have minimum capital and surplus of at least \$500,000,000. If no successor Administrative Agent shall have been so appointed by the Required Lenders, been approved (so long as no Default or Event of Default has occurred and is continuing) by the Company or have accepted such appointment within thirty (30) days after the Administrative Agent's giving of notice of resignation, then the Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent reasonably acceptable to the Company (so long as no Default or Event of Default has occurred and is continuing), which successor shall have minimum capital and surplus of at least

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\$500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Administrative Agent. After any retiring



Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 12.9 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent. If no successor administrative agent has accepted appointment as Administrative Agent by the date which is thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

SECTION 12.10 Other Agents; Lead Managers.  
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None of the Lenders identified on the facing page or signature pages of this Agreement as a Syndication Agent, Sole Lead Arranger and Sole Book Manager or Co-Arranger shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

ARTICLE XIII

MISCELLANEOUS  
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SECTION 13.1 Notices.  
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(a) Method of Communication. Except as otherwise provided in this Agreement, all notices and communications hereunder shall be in writing, or by telephone subsequently confirmed in writing. Any notice shall be effective if delivered by hand delivery or sent via telecopy, recognized overnight courier service or certified mail, return receipt requested, and shall be presumed to be received by a party hereto (i) on the date of delivery if delivered by hand or sent by telecopy, (ii) on the next Business Day if sent by recognized overnight courier service and (iii) on the third Business Day following the date sent by certified mail, return receipt requested. A telephonic notice to the Administrative Agent as understood by the Administrative Agent will be deemed to be the controlling and proper notice in the event of a discrepancy with or failure to receive a confirming written notice.

(b) Addresses for Notices. Notices to any party shall be sent to it at the following addresses, or any other address as to which all the other parties are notified in writing.

If to the Company or any Designated Borrower:

Equifax Inc.  
1550 Peachtree St., N.W.

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Atlanta, GA 30309  
Attention: Michael G. Schirk, Vice President and Treasurer  
Telephone No.: (404) 885-8915  
Telecopy No.: (404) 885-8121

If to Bank of America as Administrative Agent:

For payments, Notices of Revolving Credit Borrowings, Notices of Conversion/Continuation, Notices of Account Designation and copies of L/C Applications:

Bank of America, N.A.,  
as Administrative Agent  
101 North Tryon Street  
Independence Center, 15th Floor  
NC1-001-15-04  
Charlotte, North Carolina 28255  
Attention: Agency Services  
ABA #: 053000196  
Account # 1366212250600  
Reference: Equifax Inc.

For Letter of Credit requests and drawings:

Bank of America, N.A.  
Letter of Credit Department

231 S. LaSalle Street  
ILL-231-17-00  
Chicago, Illinois 60604  
Attention: Riyaz Kaka  
Telephone No.: (312) 923-5924  
Telecopy No.: (312) 987-6828 or  
(312) 974-0142

For all other notices

Bank of America, N.A.  
Business Services Group  
100 North Tryon Street  
Bank of America Corporate Center, 17th Floor  
Charlotte, North Carolina 28255  
Attention: Michael J. McKenney  
Telephone No.: (704) 388-5290  
Telecopy No.: (704) 388-0960

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If to any Lender:

To the Address set forth on Schedule 13.1 hereto  
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(c) Administrative Agent's Office. The Administrative Agent hereby  
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designates its office located at the address set forth above, or any subsequent office which shall have been specified for such purpose by written notice to the Company and the Lenders, as the Administrative Agent's Office referred to herein, to which payments due are to be made and at which Loans will be disbursed.

SECTION 13.2 Expenses, Indemnity.  
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The Borrowers jointly and severally agree to (a) pay all reasonable and actual out-of-pocket expenses of the Administrative Agent in connection with (i) the preparation, execution and delivery of this Agreement and each other Loan Document, whenever the same shall be executed and delivered, including without limitation the reasonable out-of-pocket syndication and due diligence expenses and reasonable and actual fees and disbursements of counsel for the Administrative Agent (including the allocated cost of internal counsel) and (ii) the preparation, negotiation, execution and delivery of any waiver, amendment or consent by the Administrative Agent, the Arranger or the Lenders relating to this Agreement or any other Loan Document, including without limitation reasonable fees and disbursements of counsel for the Administrative Agent (including the allocated cost of internal counsel), (b) pay all reasonable and actual fees and disbursements of counsel to the Administrative Agent incurred in connection with the administration of the Credit Facility, (c) pay all reasonable out of pocket expenses of the Administrative Agent, the Arranger and each Lender actually incurred in connection with the enforcement of any rights and remedies of the Administrative Agent, the Arranger and the Lenders under the Credit Facility, including, to the extent reasonable under the circumstances, consulting with accountants, attorneys and other Persons concerning the nature, scope or value of any right or remedy of the Administrative Agent, the Arranger or any Lender hereunder or under any other Loan Document or any factual matters in connection therewith, which expenses shall include without limitation the reasonable fees and disbursements of such Persons (including the allocated cost of internal counsel), and (c) defend, indemnify and hold harmless the Administrative Agent, the Arranger and the Lenders, and their respective parents, Subsidiaries, Affiliates, employees, agents, officers and directors, from and against any losses, penalties, fines, liabilities, settlements, damages, costs and expenses, suffered by any such Person in connection with any claim, investigation, litigation or other proceeding (whether or not the Administrative Agent, the Arranger or any Lender is a party thereto) and the prosecution and defense thereof, arising out of or in any way connected with this Agreement, the Credit Facility, any other Loan Document, the Loans or the Notes or as a result of the breach of any of the Borrowers' obligations hereunder, including without limitation reasonable and actual attorney's fees (including the allocated cost of internal counsel), consultant's fees and settlement costs (but excluding any losses, penalties, fines liabilities, settlements, damages, costs and expenses to the extent incurred by reason of the bad faith, gross negligence or willful misconduct of the Person to be indemnified (as finally determined by a court of competent jurisdiction or in connection with any claim, action or proceeding initiated by such indemnitee with respect to which the

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Borrower or any Subsidiary thereof is an adverse party and is the prevailing party with respect to such claim, action or proceeding).

SECTION 13.3 Set-off.  
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In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, upon and after the occurrence of any Event of Default and during the continuance thereof, the Lenders and any assignee or participant of a Lender in accordance with Section 13.9 are hereby authorized by the Borrowers at any time or from time to time, without notice to the Borrowers or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply (including, without limitation, the right to combine currencies) any and all deposits (general or special, time or demand, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured) and any other indebtedness at any time held or owing by the Lenders, or any such assignee or participant to or for the credit or the accounts of the respective Borrowers against and on account of the Obligations irrespective of whether or not (a) the Lenders shall have made any demand under this Agreement or any of the other Loan Documents or (b) the Administrative Agent shall have declared any or all of the Obligations to be due and payable as permitted by Section 11.2 and although such Obligations shall be contingent or unmatured.

SECTION 13.4 Governing Law.  
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This Agreement, the Notes and the other Loan Documents, unless otherwise expressly set forth therein, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, without giving effect to the conflict of law principles thereof.

SECTION 13.5 Consent to Jurisdiction.  
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Each of the parties hereto hereby irrevocably consents to the personal jurisdiction of the state and federal courts located in Fulton County, Georgia, in any action, claim or other proceeding arising out of any dispute in connection with this Agreement, the Notes and the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations. Each of the parties hereto hereby irrevocably consents to the service of a summons and complaint and other process in any action, claim or proceeding brought by any other party hereto in connection with this Agreement, the Notes or the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations, on behalf of itself or its property, in the manner specified in Section 13.1. Each Designated Borrower hereby appoints the Company as its agent in the United States for service of process. Nothing in this Section 13.5 shall affect the right of any of the parties hereto to serve legal process in any other manner permitted by Applicable Law or affect the right of any of the parties hereto to bring any action or proceeding against any other party hereto or its properties in the courts of any other jurisdictions.

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SECTION 13.6 Waiver of Jury Trial.  
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TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY CREDIT DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 13.7 Reversal of Payments.  
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To the extent any Borrower makes a payment or payments to the Administrative Agent for the ratable benefit of the Lenders or the Administrative Agent receives any payment or proceeds of the collateral which payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds repaid, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or proceeds had not been received by the Administrative Agent.

SECTION 13.8 Accounting Matters.  
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Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time, provided that, if the Company notifies the Administrative

Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance therewith.

SECTION 13.9 Successors and Assigns; Participations.

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(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Aggregate Revolving Credit Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in Swingline Loans) at the time owing to it); provided that (i) except in the case

of an assignment of the entire remaining amount of the assigning Lender's Aggregate Revolving Credit Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Aggregate Revolving Credit Commitment (which for this purpose includes Loans outstanding thereunder) subject to each such assignment, determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent, shall not be less than \$10,000,000 unless each of the Administrative Agent and, so long as no Default or Event of Default has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed), (ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not apply to rights in respect of outstanding Swingline Loans, and (iii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance agreement in substantially the form of Exhibit I (an "Assignment and

Acceptance"), together with a processing and recordation fee of \$3,500. Subject

to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Acceptance, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 4.8, 4.9, 4.10, 4.11, 13.2 and 13.14). Upon request, the Borrowers (at their expense) shall execute and deliver new or replacement Notes to the assigning Lender and the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the

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Lenders, and the Aggregate Revolving Credit Commitments (and components thereof) of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in

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the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Any Lender may, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and/or

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obligations under this Agreement (including all or a portion of its Aggregate Revolving Credit Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swingline Loans) owing to it); provided

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that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may

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provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification that would (i) postpone any date upon which any payment of money is scheduled to be paid to such Participant, (ii) reduce the principal, interest, fees or other amounts payable to such Participant (other than as a result of (x) waiving the applicability of any post-default increases in interest rates or (y) an amendment approved by the Required Lenders as set forth in the definition of "Applicable Percentage" following the withdrawal by S&P and/or Moody's of an Applicable Rating), (iii) permit any assignment (other than as specifically contemplated in this Agreement) of any of the Borrowers' rights and obligations hereunder or (iv) release the Borrower from its obligations hereunder. Subject to subsection (e) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 4.8, 4.9, 4.10 and 4.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 13.3 as though it were a Lender, provided

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such Participant agrees to be subject to Section 4.6 as though it were a Lender.

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(e) A Participant shall not be entitled to receive any greater payment under Sections 4.8, 4.9, 4.10 or 4.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 4.11 unless the Company is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 4.11(e) as though it were a Foreign Lender.

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(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Notes, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or

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assignment shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) If the consent of the Company to an assignment or to an Eligible Assignee is required hereunder (including a consent to an assignment which does not meet the minimum assignment threshold specified in clause (i) of the proviso to the first sentence of Section 13.9(b), the Company shall be deemed to have given its consent five Business Days after the date notice thereof has been delivered by the assigning Lender (through the Administrative Agent) unless such consent is expressly refused by a Borrower prior to such fifth Business Day.

(h) Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Aggregate Revolving Credit Commitment and Loans pursuant to subsection (b) above, Bank of America may, (i) upon thirty (30) days' written notice to the Company and the Lenders, resign as Issuing Lender and/or (ii) upon five (5) Business Days' written notice to the Company, terminate the Swingline Maximum. In the event of any such resignation as Issuing Lender or termination of the Swingline Maximum, the Company shall be entitled to

appoint from among the Lenders a successor Issuing Lender and/or Swingline Lender hereunder; provided, however, that no failure by the Company to appoint

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any such successor shall affect the resignation of Bank of America as Issuing Lender or the termination of the Swingline Maximum, as the case may be. Bank of America shall retain all the rights and obligations of the Issuing Lender hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as Issuing Lender and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund participations pursuant to Section 3.4. If Bank of America terminates the Swingline Maximum, it shall retain all the rights of the Swingline Lender provided for hereunder with respect to Swingline Loans made by it and outstanding as of the effective date of such termination, including the right to require the Lenders to make Base Rate Loans or fund participations in outstanding Swingline Loans pursuant to Section 2.5(b).

(i) Designation of SPVs.  
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(i) Notwithstanding anything to the contrary contained herein, any Lender (a "Designating Lender") may grant to one or more special purpose  
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funding vehicles (each, an "SPV"), identified as such in writing from time  
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to time by the Designating Lender to the Administrative Agent and the Company, the option to provide to the Company all or any part of any Loan that such Designating Lender would otherwise be obligated to make to the Company pursuant to this Agreement; provided that (A) nothing herein shall constitute a commitment by any SPV to make any Loan, (B) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Designating Lender shall be obligated to make such Loan pursuant to the terms hereof, (C) the Designating Lender shall remain liable for any indemnity or other payment obligation with respect to its Commitments hereunder and (D) each such SPV would satisfy the requirements of Section 4.11 if such SPV was a Lender hereunder. The

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making of a Loan by an SPV hereunder shall utilize the Commitment of the Designating Lender to the same extent as a Loan made by, and as if such Loan were made by, such Designating Lender.

(ii) As to any Loans or portion thereof made by it, each SPV shall have all the rights that a Lender making such Loans or portion thereof would have had under this Agreement; provided, however that each SPV shall have granted to its Designating Lender an irrevocable power of attorney, to deliver and receive all communications and notices under this Agreement (and any related documents), including, without limitation, any Notice of Revolving Credit Borrowing and any Notice of Conversion/Continuation, and to exercise on such SPV's behalf, all of such SPV's voting rights under this Agreement. No additional Note shall be required to evidence the Loans or portion thereof made by an SPV; and the related Designating Lender shall be deemed to hold its Note as agent for such SPV to the extent of the Loans or portion thereof funded by such SPV. In addition, any payments for the account of any SPV shall be paid to its Designating Lender as agent for such SPV.

(iii) Each party hereto hereby agrees that no SPV shall be liable for any indemnity or payment under this Agreement for which a Lender would otherwise be liable for so long as, and to the extent, the Designating Lender provides such indemnity or makes such payment. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding prior indebtedness of any SPV, it will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or similar proceedings under the laws of the United States or any State thereof.

(iv) In addition, notwithstanding anything to the contrary contained in this Section 13.9 or otherwise in this Agreement, any SPV may (A) at any time and without paying any processing fee therefor, assign or participate all or a portion of its interest in any Loans to the Designating Lender (or to any other SPV of such Designating Lender) or to any financial institutions providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (B) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancements to such SPV. This Section 13.9 may not be amended without the written consent of any Designating Lender affected thereby.

SECTION 13.10 Confidentiality.

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Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information

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confidential), solely for use in connection with this Agreement; (b) to the extent requested by any regulatory authority; (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Agreement; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any direct or indirect contractual counterparty or prospective counterparty (or such contractual counterparty's or prospective counterparty's professional advisor) to any credit derivative transaction relating to obligations of the Borrowers; (g) with the consent of the Borrowers; (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers; or (i) to the National Association of Insurance Commissioners or any other similar organization or any nationally recognized rating agency that requires access to information about a Lender's or its Affiliates' investment portfolio in connection with ratings issued with respect to such Lender or its Affiliates. For the purposes of this Section, "Information" means all confidential

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information received from the Borrowers relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrowers. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 13.11 Amendments, Waivers and Consents.  
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Except as set forth below, any term, covenant, agreement or condition of this Agreement or any of the other Loan Documents may be amended or waived by the Lenders and any consent may be given by the Lenders, if, but only if, such amendment, waiver or consent is in writing signed by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and delivered to the Administrative Agent and, in the case of an amendment, signed by the Borrowers; provided, that no amendment, waiver or consent shall, without the

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consent of each Lender affected thereby, (a) increase the amount of any Lender's Commitment or extend the time of the obligation of the Lenders to make Loans or issue or participate in Letters of Credit, (b) extend the originally scheduled time or times of payment of the principal of any Loan or Reimbursement Obligation or the time or times of payment of interest or fees on any Loan or Reimbursement Obligation (except as expressly contemplated by Sections 2.7 or 2.8), (c) reduce the rate of interest or fees payable on any Loan or Reimbursement Obligation (other than as a result of (x) waiving the applicability of any post-default increases in interest rates or (y) an amendment approved by the Required Lenders as set forth in the definition of "Applicable Percentage" following the withdrawal by S&P and/or Moody's of an Applicable Rating) (d) reduce the principal amount of any Loan or Reimbursement Obligation, (e) permit any assignment (other than as specifically permitted or contemplated in this Agreement) of any of the Borrowers' rights and obligations hereunder, (f) release the Company from its guaranty hereunder or (g) amend the provisions of this Section 13.11 or the percentage set forth in the

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definition of Required Lenders. In addition, no amendment, waiver or consent to the provisions of (i) Article XII shall be made without the written consent of the Administrative Agent, (ii) Section 2.6 shall be made without the consent of the Swingline Lender and (iii) Article III shall be made without the written consent of each Issuing Lender.

Notwithstanding the fact that the consent of all the Lenders is required in certain circumstances as set forth above, (x) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of

the Federal Bankruptcy Code (as now or hereafter in effect) supersedes the unanimous consent provisions set forth herein and (y) the Required Lenders may consent to allow a Borrower to use cash collateral in the context of a bankruptcy or insolvency proceeding.

SECTION 13.12 Performance of Duties.  
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The Borrowers' obligations under this Agreement and each of the Loan Documents shall be performed by the Borrowers at their sole cost and expense.

SECTION 13.13 All Powers Coupled with Interest.  
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All powers of attorney and other authorizations granted to the Lenders, the Administrative Agent and any Persons designated by the Administrative Agent or any Lender pursuant to any provisions of this Agreement or any of the other Loan Documents shall be deemed coupled with an interest and shall be irrevocable so long as any of the Obligations remain unpaid or unsatisfied or the Credit Facility has not been terminated.

SECTION 13.14 Survival of Indemnities.  
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Notwithstanding any termination of this Agreement, the indemnities to which the Administrative Agent, the Arranger and the Lenders are entitled under the provisions of this Article XIII and any other provision of this Agreement and the Loan Documents shall continue in full force and effect and shall protect the Administrative Agent, the Arranger and the Lenders against events arising after such termination as well as before, including after the Borrowers' acceptance of the Lenders' commitments for the Credit Facility, notwithstanding any failure of such facility to close.

SECTION 13.15 Titles and Captions.  
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Titles and captions of Articles, Sections and subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

SECTION 13.16 Severability of Provisions.  
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Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the

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remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 13.17 Counterparts.  
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This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 13.18 Term of Agreement.  
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(a) This Agreement shall become effective at such time, on or after the Closing Date, that the conditions precedent set forth in Section 5.1 have been satisfied or waived and when it shall have been executed by each of the Borrowers and the Administrative Agent, and the Administrative Agent shall have received copies of the signature pages hereto (telexed or otherwise) which, when taken together, bear the signatures of each Lender (including the Issuing Lender), and thereafter this Agreement shall be binding upon and inure to the benefit of each Borrower, each Lender (including the Issuing Lender) and the Administrative Agent, together with their permitted successors and assigns.

(b) This Agreement shall remain in effect from the Closing Date through and including the date upon which all Obligations shall have been indefeasibly and irrevocably paid and satisfied in full, all Letters of Credit have been terminated or expired and the Aggregate Revolving Credit Commitment has been terminated. No termination of this Agreement shall affect the rights and obligations of the parties hereto arising prior to such termination.



SECTION 13.19 Inconsistencies with Other Documents; Independent Effect of  
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Covenants.  
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(a) In the event there is a conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall control.

(b) The Borrowers expressly acknowledge and agree that each covenant contained in Article VIII and Article IX hereof shall be given independent effect.

SECTION 13.20 Judgment Currency.  
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If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or under any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of any Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the

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other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in  
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accordance with the applicable provisions of this Agreement (the "Agreement  
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Currency"), be discharged only to the extent that on the Business Day following  
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receipt by the Administrative Agent or such Lender of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or such Lender in the Agreement Currency, the Borrowers jointly and severally agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or such Lender in such currency, the Administrative Agent or such Lender agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under applicable law).

SECTION 13.21 Several Obligations of the Borrowers.  
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Except as otherwise expressly set forth herein, the obligations of each of the Borrowers (other than the Company) under this Agreement and the Loan Documents are several and not joint and several obligations. Without limiting the generality of the preceding sentence, no Borrower (other than the Company) shall be responsible for or be deemed to have guaranteed the obligations of any other Borrower hereunder or under any of the other Loan Documents.

SECTION 13.22 Subordination of Company's Claims Against the Designated  
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Borrowers.  
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The Borrowers hereby agree that any claims of the Company against a Designated Borrower or any rights the Company has to be indemnified by a Designated Borrower shall be subordinate in right of payment to the payment and satisfaction in full of the Guaranteed Obligations to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents.

[Signature pages to follow]

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

COMPANY: EQUIFAX INC.  
-----

By: /s/ Philip J. Mazzilli  
-----

Name: Philip J. Mazzilli  
-----  
Title: Executive Vice President and  
-----  
Chief Financial Officer

DESIGNATED BORROWERS:  
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EQUIFAX PLC  
  
By: /s/ Philip Wall  
-----  
Name: Philip Wall  
-----  
Title: Chief Financial Officer  
-----

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LENDERS:  
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BANK OF AMERICA, N.A.,  
Individually and as Administrative Agent and  
as Swingline Lender

By: /s/ Michael J. McKenney  
-----  
Name: Michael J. McKenney  
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Title: Managing Director  
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SUNTRUST BANK  
  
By: /s/ Brian K. Peters  
-----  
Name: Brian K. Peters  
-----  
Title: Managing Director  
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WACHOVIA BANK, N.A.  
  
By: /s/ G. Lee Wagner, AVP for  
-----  
Name: Karen H. McClain  
-----  
Title: Senior Vice President  
-----

BEAR STEARNS CORPORATE  
LENDING INC.  
  
By: /s/ Keith C. Barnish  
-----  
Name: Keith C. Barnish  
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Title: Executive Vice President  
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FLEET NATIONAL BANK  
  
By: /s/ Jay L. Massimo  
-----  
Name: Jay L. Massimo  
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Title: Director  
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THE BANK OF NEW YORK  
  
By: /s/ David C. Siegel  
-----  
Name: David C. Siegel  
-----  
Title: Vice President

-----  
THE NORTHERN TRUST COMPANY

By: /s/ Roger McDougal  
-----

Name: Roger McDougal  
-----

Title: Second Vice President  
-----

STATE STREET BANK AND TRUST COMPANY

By: /s/ C. Jaynelle A. Landy  
-----

Name: C. Jaynelle A. Landy  
-----

Title: Assistant Vice President  
-----

WELLS FARGO BANK, N.A.

By: /s/ Kirk Reed  
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Name: Kirk Reed  
-----

Title: Vice President  
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## Bonus Deferral Arrangement

At a meeting held on August 1, 2001 the Board of Directors approved a recommendation from the Compensation & Human Resources Committee to grant a bonus to Thomas F. Chapman, Chairman and CEO, relating to the successful spin-off of Certegy Inc. The bonus was to be payable in 2001 to the extent that it would be deductible pursuant to the limitations of IRC Section 162(m), and such portion was paid. The balance of the bonus is to be paid to Mr. Chapman (in whole or in part) in 2002 or subsequent years, at the election of the Board of Directors, to the extent amounts paid would be deductible by the company pursuant to IRC Section 162(m). There is no commitment to pay interest on amounts deferred and the obligation exists only as an unsecured obligation of the Company to be paid out of its general funds.

## AMENDED AND RESTATED MASTER BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT

This AMENDED AND RESTATED MASTER BUSINESS PROCESS AND SUPPORT SERVICES AGREEMENT (the "Agreement"), dated as of July 1, 2001, is made by and between PwCES LLC, a Delaware limited liability company with an office at 211 Perimeter Parkway, Atlanta, Georgia 30303 ("PwCES") and Equifax Inc., a Georgia corporation with an office at 1550 Peachtree Street, NW, Atlanta, Georgia 30309 ("Equifax").

## RECITALS

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WHEREAS, PwCES and PricewaterhouseCoopers LLP ("PwC") on the one hand, and Equifax Inc. ("Equifax") on the other hand entered into (a) that certain Finance and Accounting Business Process and Support Services Agreement, dated as of June 4, 1999 (the "F&A Agreement"), and (b) that certain Human Resources Business Process and Support Services Agreement, dated as of June 4, 1999 (the "HR Agreement" and together with the F&A Agreement, the "Services Agreements");

WHEREAS, pursuant to the Services Agreements, PwCES performs for Equifax, including its Payment Services Division, certain business process and support services, including business process design, improvement, operation, management and support, as well as related ancillary services;

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;

WHEREAS, PwCES, PwC and Equifax twice amended each of the Services Agreements as follows: (a) on June 11, 1999, and (b) June 30, 2001 (the "Amendments");

WHEREAS, in addition to the Amendments, PwCES, PwC and Equifax have entered into various Change Orders affecting certain provisions of the Services Agreements;

WHEREAS, Equifax intends to spin-off its Payment Services Division effective July 1, 2001, into a new entity named Certegy Inc. ("Certegy"), and thereafter distribute Certegy stock on a pro-rated basis to Equifax shareholders (the "Spin Distribution"); and

WHEREAS, the parties desire to consolidate, amend and restate the rights and obligations set forth in the Services Agreements to reflect the Amendments, the Change Orders and changes resulting from the spin-off of the Payment Services Division.

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 Services Agreements, Amendments and all Change Orders thereto executed up to the date of this Agreement are, subject to Section 19.03, hereby superceded, amended and restated in their entirety to read 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  
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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,  
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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  
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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 Amended and Restated Master  
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Services Business Process and Support Services Agreement and all Sets  
of Exhibits attached hereto and incorporated herein by this reference.
- 1.05 Ancillary Services. The term "Ancillary Services" means the tasks,  
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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,  
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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  
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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  
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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  
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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  
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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,  
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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,  
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(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  
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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,  
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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 (a) were being performed by a Transitioned Employee prior to the Commencement Date or by 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) and (b) 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  
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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,  
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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  
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the process for resolving Disputes set forth in Articles 12 and 13.
- 1.18 Equifax. The term "Equifax" means Equifax Inc. and, unless context  
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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  
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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  
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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  
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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  
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such attachment may be amended from time to time, each one of which is incorporated herein by this reference. Except where otherwise noted, a reference in this Agreement to a specific numbered Exhibit shall be construed to refer to such numbered Exhibit in each of the Sets of Exhibits attached hereto.
- 1.23 Hiring Plan. The term "Hiring Plan" means the plan, set forth in  
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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  
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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  
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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 such 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  
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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 such 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  
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the inflation index set forth in Exhibit 1.
- 1.28 Information System. The term "Information System" means the information  
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system described in Exhibit 3.
- 1.29 Information System Implementation Plan. The term "Information System  
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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 Key Personnel. The term "Key Personnel" means those Equifax Selected  
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Employees and contractors identified as such in Exhibit 6.
- 1.31 Key PwCES Employees. The term "Key PwCES Employees" means the PwCES  
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employees set forth in Exhibit 6.
- 1.32 Operating Level Agreements. The term "Operating Level Agreement" means  
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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 2-C and Exhibit 10.
- 1.33 Performance Bonuses. The term "Performance Bonuses" means those bonuses  
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to be given to PwCES as set forth in Exhibits 1-F and 2-C.
- 1.34 Performance Credits. The term "Performance Credits" means those credits  
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to be given to Equifax as set forth in Exhibits 1-F and 2-C.
- 1.35 Pool of Resources. The term "Pool of Resources" means the number of  
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full-time equivalents set forth in Exhibit 1.
- 1.36 PwCES. The term "PwCES" means PwCES LLC.  
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- 1.37 PwCES Products. The term "PwCES Products" means PwCES Software and any  
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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.
- 1.38 PwCES Software. The term "PwCES Software" means any computer programs  
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(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.

- 1.39 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.
- 1.40 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.
- 1.41 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.
- 1.42 Set of Exhibits. The terms "Set of Exhibits" and "Exhibit Set" means a ---  
set of Exhibits entered into contemporaneously for a particular set of Services. As of the date of this Agreement, there are two Sets of Exhibits (Human Resources and Finance and Accounting).
- 1.43 Termination Charge. The term "Termination Charge" means the charge -----  
payable by Equifax to PwCES as set forth in Exhibit 1.
- 1.44 Termination Provisions. The term "Termination Provisions" means those -----  
provisions relating to the termination of this Agreement, as set forth in Exhibit 11.
- 1.45 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.
- 1.46 Territory. The term "Territory" means the geographic locations set -----  
forth in Exhibit 2.
- 1.47 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.
- 1.48 Third Party Provider. The term "Third Party Provider" means any of -----  
Equifax's third party providers of services.
- 1.49 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.
- 1.50 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.
- 1.51 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.
- 1.52 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.

- 1.53 Transitioned Employees. The term "Transitioned Employees" means those  
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Equifax Selected Employees who accept PwCES's offer of employment and  
are hired by PwCES, as set forth in Exhibit 6.
- 1.54 Transition Period. The term "Transition Period" means the period  
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beginning on the Commencement Date and continuing as set  
forth in the Transition Plan.
- 1.55 Transition Plan. The term "Transition Plan" means the document setting  
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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.
- 1.56 WARN Act. The term "WARN Act" means the Worker Adjustment and  
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Retraining Notification Act of 1988, as amended, and any similar  
foreign, state or local law, regulation or ordinance.

#### ARTICLE 2. TERM

This Agreement shall continue until August 2, 2009, 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 a 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 have the right to 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 July 1, 2001 (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 in Exhibit 2 of Exhibit Set "A" (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  
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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.  
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- 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.  
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- a. Existing Services. During the Transition Period, PwCES shall  
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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  
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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) July 1, 2003 and (ii) the  
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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  
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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  
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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  
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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  
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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  
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during the term of this Agreement. Beginning September 1, 2001, 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. For the first benchmarking conducted pursuant to this section, the Services Oversight Committee shall instruct the Benchmarker to review that portion of the services provided by PwCES under the Services Agreements for the period from August 2, 1999 forward that are related to the Services. 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:  
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- a. Within Threshold. If the increase, decrease or change from the -----  
Baseline is within the Threshold Limits for the specific Continuing 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 if not specified in Exhibit 1, the parties shall promptly negotiate the terms of a Change Order to specify an appropriate increase or decrease.
- b. Beyond Threshold. If the increase, decrease or change from the -----  
Baseline exceeds the Threshold Limits, then the parties shall promptly negotiate 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. Where a Change Order reflecting the changes -----  
described in this Section is required, the parties shall negotiate the terms of such Change Order in good faith. If the parties are unable to mutually agree on the appropriate terms of a Change Order (including without limitation any change to the Charges), then the matter shall be submitted to the Dispute Resolution Process.

3.06 Additional Services and Ancillary Services. At Equifax's request, PwCES  
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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

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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)

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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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. This provision shall not limit Equifax's right to recover, in accordance with this Agreement, damages incurred by Equifax.
- h. Agreements and Assets. Subject to Equifax obtaining any required  
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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  
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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  
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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. For purposes of the foregoing sentence, Certegy shall not be considered an "other customer"; provided however, in the event that an independent third party determines that a SAS # 70 review is required, Certegy shall from that time forward be considered an "other customer" for purposes of the foregoing sentence. The control objectives of any SAS # 70 review shall be mutually agreed by the parties.
- k. Compliance. PwCES shall perform the Services in compliance with  
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applicable laws, rules and regulations, and the provisions of the documents governing the benefit plans covered by Exhibit 2 of

1. Projects. PwCES will complete the development and implementation  
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of those organizational projects, software projects, technical projects and other implementation projects that are (i) in progress as of the Commencement Date (if any) and (ii) described in Exhibit 13 as PwCES's responsibility, in a manner consistent with Equifax's pre-existing implementation plans, and as set forth in such 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,  
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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,  
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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  
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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  
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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  
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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 will complete the development and  
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implementation of all organizational projects, software projects, technical projects and other implementation projects that are (i) in progress as of the Commencement Date (if any) and (ii) described in Exhibit 13 as Equifax's responsibility, in a manner consistent with Equifax's pre-existing implementation plans, and as set forth in such 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  
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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  
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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)  
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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  
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unreasonably withhold or delay any consent, approval or

response requested by PwCES under this Agreement.

- j. Operating Level Agreements. Equifax shall perform its  
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obligations consistent with the Operating Level

Agreements set forth in Exhibit 2-C and Exhibit 10.

- k. Equifax Data. During the course of providing the Services,  
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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  
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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  
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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  
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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  
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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  
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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.  
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- 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.  
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- a. Business Changes. Subject to any minimum revenue commitments

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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

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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 a new Affiliate. 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 determined by agreement of the parties in a Change Order; 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

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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

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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 annual anniversary date of this Agreement 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 date of this Agreement if there has been no prior certification), stating that PwCES is and has been in compliance with this Section; provided, however, that notwithstanding any

other provision of this section, the pricing set forth in the Certegy Agreement as of the date of the Certegy Agreement, and the provisions of Section 16.01k of the Certegy Agreement as of the date of the Certegy Agreement, shall not be considered in determining if terms and conditions provided to a third party are more favorable than those contained herein. For purposes of the foregoing, the "Certegy Agreement" means that certain Business Process and Support Services Agreement, dated July 1, 2001, between Certegy and PwCES. 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  
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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  
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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  
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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  
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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  
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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,  
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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, on the date of this  
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Agreement, 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  
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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  
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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 each PwCES Account Executive at PwCES for a minimum term of twelve (12) months, 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  
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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, on the date of this  
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Agreement, 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 each Equifax Account Executive at Equifax for a minimum term of twelve (12) months, 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. As of the date of this Agreement, Equifax -----  
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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 date of this Agreement, 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 -----  
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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 -----  
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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 -----  
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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  
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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  
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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  
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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.  
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- 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  
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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:  
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- 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. Except for Materials described in Section 8.04, 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. Additionally, any license for a Derivative Work shall include the underlying Materials upon which such Derivative Work is based, but only to the extent that such Materials are embodied in, or necessary for the exercise of the license to, such Derivative Work.

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  
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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  
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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  
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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,  
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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  
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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

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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

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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

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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

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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

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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

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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:

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- a. Authority. Equifax (i) is a corporation duly incorporated,  
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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,  
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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  
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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  
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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  
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encumbrances.
  - f. No Infringement. The Equifax Software owned by Equifax and  
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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  
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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:  
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- a. Authority. PwCES (i) is a limited liability company, duly  
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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,  
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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  
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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  
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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  
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qualified and shall render Services consistent with good commercial practice in PwCES's industry.

11.03 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS  
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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  
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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  
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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. Except for actions to seek injunctive relief to stay a breach of this Agreement or otherwise as permitted by Section 12.04, 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 pursuant to this Section 12.02 and by senior management pursuant to Section 12.03.

12.03 Senior Management. Either party may, upon receipt of a notice from the

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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  
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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  
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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  
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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  
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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  
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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,  
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Georgia, or as otherwise agreed upon by the parties.

13.06 Expedited Schedule. The arbitration shall be conducted on an expedited  
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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,  
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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  
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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  
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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. (S) (S) 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  
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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 relating to the Year 2000 problem.

14.02 Year 2000 Disclaimer. Equifax recognizes that it is responsible for  
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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  
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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  
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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  
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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 under a Set of Exhibits (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 such Set of Exhibits 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 such 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 first Commencement Date for a particular Set of Exhibits, then twelve (12) times the average

monthly payments made by Equifax to PwCES for recurring Services since the first 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 three million forty thousand dollars (\$3,040,000) in a 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. (For purposes of the foregoing sentence, the initial three (3) year period will be deemed to have started on August 2, 1999 under the applicable Services Agreement and will not be deemed to have been interrupted by virtue of the execution of this Agreement.) 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 first Commencement Date for a Set of Exhibits 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  
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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  
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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 otherwise agreed by  
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PricewaterhouseCoopers in that certain Guaranty dated the date of this Agreement (the "Guaranty"), 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 except as otherwise agreed in the Guaranty, 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 except as otherwise agreed in the Guaranty, 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  
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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  
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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 August 2, 2002 or (ii) before  
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August 2, 2002, 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  
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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-B.

- 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 PwCES. Equifax shall have the right to terminate this Agreement immediately upon the sale of a controlling interest of PwCES to any entity set forth in Exhibit 17-A.
- 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 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 either (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  
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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 of Exhibit Set A (Human Resource functions), 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 first Commencement Date for a Set of Exhibits 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.

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- 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. [INTENTIONALLY OMITTED]

ARTICLE 19. MISCELLANEOUS

19.01 Independent Contractors.

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- a. 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.
- b. As a result of its position in providing and performing the Services, PwCES may have unique knowledge of certain operations and information of Equifax that neither Equifax nor any employee of Equifax will have in full. In addition, although PwCES and Equifax have not established an employee-employer relationship, in providing and performing the Services as an independent contractor, PwCES may interact with the employees, executive management, board of directors, accountants and legal counsel to Equifax and its Affiliates in a manner and with respect to matters that, functionally, may appear to be the same as or similar to functions performed by employees and agents of Equifax. Equifax will advise PwCES if it believes that any of the materials provided by PwCES as part of the Services for, and related communications with, legal counsel of Equifax (both in-house counsel and outside counsel) may be subject to

attorney-client privilege; in such event, Equifax will notify PwCES in writing of which specific materials it believes are subject to the privilege, and PwCES will reasonably cooperate, at Equifax's expense and direction, to take steps designed to prevent waiver of the privilege with respect to such materials. The foregoing shall not, however, be construed to affect the liability or obligations of the parties pursuant to or in connection with this Agreement or the Services.

19.02 Counterparts. This Agreement may be executed in counterparts, each of

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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,  
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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. Notwithstanding any other provision of this Agreement, all of the parties' rights, liabilities and obligations with respect to any obligations of the parties prior to July 1, 2001 (including but not limited to rights, liabilities and obligations of either party with respect to services provided by PwCES prior to such date) shall be governed exclusively by the terms and conditions set forth in the applicable Services Agreement, as amended by the Amendments and applicable Change Orders.
- 19.04 Construction. The parties have participated jointly in the negotiation  
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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  
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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  
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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  
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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,  
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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,  
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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,  
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rules and regulations.
- 19.12 Waiver. Except as set forth in Section 3.11c, the failure of either  
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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  
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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  
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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  
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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>

if to PwCES:	if to Equifax:
<S>	<C>
PwCES LLC	Equifax Inc.
211 Perimeter Parkway	1550 Peachtree Street
Atlanta, GA 30303	Atlanta, GA 30309
Attention: Hubert Glover	Attention: Virgil Gardaya
Telephone: 678-587-3030	Telephone: 404-885-8009
Facsimile: 678-587-3113	Facsimile: 404-885-8988

With a copy (which shall not constitute notice) to:

With a copy (which shall not constitute notice) to:

PricewaterhouseCoopers LLP	Equifax Inc.
300 Atlantic Street	1550 Peachtree Street
Stamford, CT 10019	Atlanta, GA 30309
Attention: John Ciecimirski, Esq.	Attention: General Counsel
Telephone: 203-539-4169	Telephone: 404-888-5093
Facsimile: 203-539-3110	Facsimile: 404-885-8682

</TABLE>

19.18 No Third Party Beneficiary Status. Except as expressly stated herein

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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 Amended and Restated Master Business Process and Support Services Agreement.

Agreed to by:

PWCES LLC

EQUIFAX INC.

By: /s/ Hubert D. Glover

By: /s/ Virgil Gardaya

Name: Hubert D. Glover

Name: Virgil Gardaya

Title: President & CEO

Title: Corporate Vice President

## SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock of the following subsidiaries as of February 2002 (all of which are included in the consolidated financial statements):

Name of Subsidiary -----	State or Country of Incorporation -----
<S> 511759 N.B. Inc./(4)/	<C> New Brunswick
3032423 Nova Scotia Company/(15) (23)/	Nova Scotia
3651754 Canada Inc./(16)/	Canada
AIF Srl/(22)/	Italy
Acrofax Inc.	Quebec
Brentorian Ltd./(12)/	United Kingdom
CBI Ventures, Inc./(1)/	Georgia
Clearing de Informes S.A./(13)/	Uruguay
Compliance Data Center, Inc.	Georgia
Computer Ventures, Inc./(1)/	Delaware
Credence, Inc.	Georgia
Credit Northwest Corporation/(1)/	Washington
Dicom S.A./(14)/	Chile
Equifax Canada Inc./(2)/	Canada
Equifax City Directory Canada Inc./(4)/	New Brunswick
Equifax City Directory, Inc.	Georgia
Equifax Commercial Services Ltd./(5)/	Ireland
Equifax Consumer Services, Inc.	Georgia
Equifax de Chile, S.A./(13)/	Chile
Equifax Decision Solutions, Inc.	Arizona
Equifax Decision Systems, B.V.	The Netherlands
Equifax de Mexico Sociedad de Informacion Crediticia, S.A./(19) (20)/	Mexico
Equifax do Brasil Holdings Ltda./(13)/	Brazil
Equifax Direct Marketing Solutions, Inc.	Georgia
Equifax Europe LLC	Georgia
Equifax Europe (U.K.) Ltd.(8)	United Kingdom

<TABLE> <S> Equifax Financial Services/(16) (25)/	<C> Ontario
Equifax Finance (1), Inc./(1)/	Georgia
Equifax Finance (2), Inc./(1)/	Georgia
Equifax Global Online Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia

Equifax Information Services LLC	Georgia
Equifax Information Technology, Inc.	Georgia
Equifax Investment (South America) LLC/(13)/	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.) Inc.	Georgia
Equifax (Isle of Man) Ltd./(5)/	Isle of Man
Equifax Italy Holdings, Srl/(17)(18)/	Italy
Equifax Italy, Srl/(21)/	Italy
Equifax Luxembourg (No. 2) S.A.R.L.	Luxembourg
Equifax Luxembourg S.A.	Luxembourg
Equifax Peru S.r.l./(13)/	Peru
Equifax Plc/(5)(24)/	England
Equifax Properties, Inc.	Georgia
Equifax Real Estate Mortgage Solutions, LLC/(1)/	Georgia
Equifax Secure, Inc.	Georgia
Equifax Secure U.K. Ltd./(6)/	United Kingdom
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd./(18)/	England
Equifax U.K. Finance (No. 2)/(17)/	England
Equifax Ventures, Inc.	Georgia
Global Scan Ltd./(9)/	England
Global Scan Investments Ltd./(10)/	United Kingdom
HISI California LLC	California
H.P. Information Plc/(11)/	United Kingdom
Infocheck On-line Ltd./(9)/	United Kingdom
Infolink Decision Services Ltd./(11)/	United Kingdom
Infolink Ltd./(11)/	England
Light Signatures, Inc.	California
Propago S.A./(14)/	Chile

</TABLE>

Prospects Unlimited Canada Inc./(4)/	New Brunswick
Prospects Unlimited Inc./(4)/	New Brunswick
SEK S.r.l./(22)/	Italy
The Database Company Ltd./(7)/	Ireland
The Infocheck Group Ltd./(8)/	England
UAPT-Infolink Plc/(8)/	United Kingdom
Verdad Informatica de Costa Rica, S.A./(3)/	Costa Rica

Registrant's subsidiary Equifax Europe LLC owns 60.244444% of the stock of Equifax Iberica, S.L. (Spain), which owns 95% of the stock of ASNEF/Equifax Servicios de Informacion Sobre Solvencia y 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); and 54.622% 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 79% of the stock of Organizacion Veraz, S.A. (Argentina)

Registrant's subsidiary Equifax Europe LLC owns 49% of the stock of Precision Marketing Information Ltd. (Ireland).

Registrant's subsidiary Equifax South America, Inc. owns 100% of the stock of Equifax do Brasil Holdings Ltda., which owns 80% of the stock of Equifax do Brasil Ltda (Brazil) and 100% of the stock of Equifax de Chile, S.A., which owns 100% of the stock of Dicom S.A., which owns 49% of the stock of Dicom of CentroAmerica (El Salvador), along with Equifax South America, Inc., wholly-owned subsidiary of Equifax Inc., which owns 2%, and 35% of the stock of InfoCorp S.A. (Peru), along with Equifax Peru S.r.l., wholly-owned subsidiary of Equifax South America, Inc., which owns 16%.

Registrant's subsidiary Equifax Information Services LLC owns 60% of FT/E Mortgage Solutions, LLC (Delaware) and 100% of Equifax Real Estate Mortgage Solutions, LLC (Georgia) which owns 59.4% of Total Credit Services, L.P. (Delaware)

/(1)/Subsidiary of Equifax Information Services LLC  
/(2)/Subsidiary of Acrofax Inc.  
/(3)/Subsidiary of Equifax Direct Marketing Solutions, Inc.  
/(4)/Subsidiary of Equifax Canada Inc.  
/(5)/Subsidiary of Equifax Europe LLC  
/(6)/Subsidiary of Equifax Secure, Inc.  
/(7)/Subsidiary of Equifax Commercial Services Ltd.  
/(8)/Subsidiary of Equifax Plc  
/(9)/Subsidiary of The Infocheck Group Ltd.  
/(10)/Subsidiary of Global Scan Ltd.  
/(11)/Subsidiary of UAPT-Infolink Plc  
/(12)/Subsidiary of Infolink Ltd.  
/(13)/Subsidiary of Equifax South America, Inc.

/(14)/Subsidiary of Equifax de Chile, S.A.  
/(15)/Subsidiary of Equifax Finance (1), Inc.  
/(16)/Subsidiary of 3032423 Nova Scotia Company  
/(17)/Subsidiary of Equifax Luxembourg (No. 2) S.A.R.L.  
/(18)/Subsidiary of Equifax Luxembourg S.A.  
/(19)/Subsidiary of Equifax Holdings (Mexico) Inc.  
/(20)/Subsidiary of Equifax Investments (Mexico) Inc.  
/(21)/Subsidiary of Equifax Italy Holdings, Srl.  
/(22)/Subsidiary of Equifax Italy, Srl.  
/(23)/Subsidiary of Equifax Finance (2), Inc.  
/(24)/Subsidiary of Equifax (Isle of Man) Ltd.  
/(25)/Subsidiary of 3651754 Canada Inc.

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, and File No. 333-54764.

/s/ Arthur Andersen LLP

Atlanta, Georgia  
March 11, 2002



Equifax Inc.  
Exhibit 99.8 to Form 10-K CORE BUSINESS RESULTS OF OPERATIONS

Information in this Exhibit 99.8 is provided to give further clarification as to reconciling items between Equifax's "As Reported" results from continuing operations and its "Core Business" results from continuing operations, as discussed in Management's Discussion and Analysis of Financial Condition and Results of Operations. Information reported in this Exhibit excludes the discontinued operations of Certegy (see Note 2 of Notes to Consolidated Financial Statements).

In October 2001, the Company divested its City Directory business and, in the fourth quarter of 2000, sold its global risk management and U.K. vehicle information businesses. The operating results of these businesses have been classified as Divested Operations for segment reporting purposes (see Note 4 of Notes to Consolidated Financial Statements).

In the fourth quarter of 2001, the Company recorded restructuring and other charges in connection with efforts to properly size and configure its post-spin business and to align the cost structure in international operations. The charge totaled \$60.4 million (\$35.3 million after tax or \$0.25 per diluted share) and consisted of \$37.2 million for employee severance and facilities consolidation and \$23.2 million to write down several technology investments (see Note 5 of Notes to Consolidated Financial Statements).

The Company's "Core Business" operating results have been adjusted to exclude the impacts of Divested Operations and the 2001 restructuring and other charges. Management believes the "Core Business" results are more useful in analyzing the underlying business by providing a consistent comparison of the Company's historical operating performance. Three year summaries of "As Reported" results, referenced reconciling adjustments, and "Core Business" results are presented on page 2 of this Exhibit. The referenced reconciling adjustments are then discussed in more detail on page 3 of this Exhibit.

1

Equifax Inc.  
Exhibit 99.8 to Form 10-K CORE BUSINESS RESULTS OF OPERATIONS

The following schedule provides consolidated statements of income for the continuing operations of the Company (which excludes Certegy) for "As Reported" results, "Core Business" results, and a summary of reconciling adjustments between the two sets of statements:

<TABLE>  
<CAPTION>

(In millions, except per share amounts)	AS REPORTED RESULTS:		
Year Ended December 31	2001	2000	1999
Operating revenue	\$1,139.0	\$1,189.2	\$1,092.7
Costs and expenses:			
Operating costs and expenses	824.8	880.6	806.4
Restructuring and other charges (Note 5)	60.4	-	-
Total costs and expenses	885.2	880.6	806.4
Operating income	253.8	308.6	286.3
Other income (expense), net	(1.2)	3.7	10.8
Interest expense	(47.8)	(55.8)	(42.2)
Minority interests in earnings	(2.2)	(7.1)	(7.3)
Income from continuing operations before income taxes	202.6	249.4	247.6
Provision for income taxes	(85.3)	(108.3)	(99.9)
Income from continuing operations	\$117.3	\$141.1	\$147.7
Per common share (diluted):			
Income from continuing operations	\$0.84	\$1.04	\$1.06
Shares used in computing diluted earnings per share	139.0	136.0	139.6

		RECONCILING ADJUSTMENTS TO CORE BUSINESS RESULTS:		
(In millions)				
Year Ended December 31	REF #	2001	2000	1999
Operating revenue	1	\$ (29.2)	\$ (162.0)	\$ (175.7)
Costs and expenses:				
Operating costs and expenses		(32.8)	(153.0)	(156.8)
Restructuring and other charges (Note 5)		(60.4)	-	-
Total costs and expenses		(93.2)	(153.0)	(156.8)
Operating income	2	64.0	(9.0)	(18.9)
Other income (expense), net	3	5.9	7.4	0.2
Interest expense	4	-	7.5	9.3
Minority interests in earnings	5	(1.0)	-	-
Income from continuing operations before income taxes		68.9	5.9	(9.4)
Provision for income taxes	6	(26.5)	3.2	1.8
Income from continuing operations		\$ 42.4	\$ 9.1	\$ (7.6)

(In millions, except per share amounts)		CORE BUSINESS RESULTS:		
Year Ended December 31		2001	2000	1999
Operating revenue		\$1,109.8	\$1,027.2	\$917.0
Costs and expenses:				
Operating costs and expenses		792.0	727.6	649.6
Restructuring and other charges (Note 5)		-	-	-
Total costs and expenses		792.0	727.6	649.6
Operating income		317.8	299.6	267.4
Other income (expense), net		4.7	11.1	11.0
Interest expense		(47.8)	(48.3)	(32.9)
Minority interests in earnings		(3.2)	(7.1)	(7.3)
Income from continuing operations before income taxes		271.5	255.3	238.2
Provision for income taxes		(111.8)	(105.1)	(98.1)
Income from continuing operations		\$159.7	\$150.2	\$140.1
Per common share (diluted):				
Income from continuing operations		\$1.15	\$1.10	\$1.00
Shares used in computing diluted earnings per share		139.0	136.0	139.6

</TABLE>

1 Core Business operating revenue has been adjusted to exclude the results of the Divested Operations as follows:

(In millions)	2001	2000	1999
City Directory	\$ (29.2)	\$ (28.7)	\$ -
Risk management businesses	-	(110.6)	(148.5)
Vehicle information business (27.2)	-	(22.7)	-
	\$ (29.2)	\$ (162.0)	

2 Core Business operating income has been adjusted to exclude the results of the Divested Operations, as well as the \$60.4 million restructuring and other charges (see Note 5 of Notes to Consolidated Financial Statements) as follows (operating losses below are shown unbracketed):

(In millions)	2001	2000	1999
City Directory	\$ 3.6	\$ 4.8	\$ -
Risk management businesses (20.1)	-	(16.1)	-
Vehicle information business	-	2.3	1.2
Restructuring and other charges	60.4	-	-
	\$64.0	\$ (9.0)	

3 Core Business other income (expense), net has been adjusted for the following items related to Divested Operations:

(In millions)	2001	2000	1999
Exclude the loss on sale of:			
City Directory	\$5.8	\$ -	\$ -
Risk management businesses	-	1.9	-
Vehicle information business	-	2.3	-
Exclude the gain on sale of 3 risk management offices (4.1)	-	-	-
Adjust interest income for the \$41 million note proceeds received on the sale of one of the businesses divested in 2000, as if the note had been received January 1, 1999	-	3.4	4.5
Exclude other income (expense), net of the Divested Operations businesses (0.2)	0.1	(0.2)	-
	\$5.9	\$ 7.4	\$ -

4 Core Business interest expense has been adjusted for the following items related to Divested Operations:

<TABLE>  
<CAPTION>

(In millions)	2001	2000	1999
<S>	<C>	<C>	<C>
Adjust interest expense to reflect using the cash proceeds from the sale of the risk management businesses to reduce debt, as if those proceeds had been received January 1, 1999	\$ -	\$ 5.0	\$
6.8 Adjust interest expense to reflect using the cash proceeds from the sale of the vehicle information business to reduce debt, as if those proceeds had been received January 1, 1999	-	2.5	2.5
---	\$ -	\$ 7.5	\$
9.3	=====	=====	

</TABLE>

5 Core Business minority interests in earnings has been adjusted by \$1.0 million to exclude the impact that the \$60.4 million restructuring and other charges had on businesses that are not fully owned by the Company, since that item has been excluded from Core Business operating income as noted in REF #2 above.

6 Core Business provision for income taxes has been adjusted to reflect the impact of the previously discussed adjustments.