

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): January 31, 2001

GLOBAL PAYMENTS INC.

(Exact Name of Registrant as Specified in Charter)

Georgia

001-16111

58-2567903

(State or Other Jurisdiction  
of Incorporation)

(Commission File Number)

(I.R.S. Employer  
Identification No.)

Four Corporate Square  
Atlanta, Georgia 30329-2010  
(Address of Principal Executive Offices, including Zip Code)

Registrant's telephone number, including area code: (404) 728-2363

N/A

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

ITEM 5. OTHER EVENTS.

On January 31, 2001 (the "Distribution Date"), National Data Corporation, a Delaware corporation ("NDC") and the sole stockholder of Global Payments Inc., a Georgia corporation (the "Registrant"), distributed 26,430,192 shares of common stock, no par value ("Common Stock") of the Registrant to the stockholders of record of NDC's common stock as of January 19, 2001 (the "Distribution"), which shares constituted 100% of the Registrant's issued and outstanding shares of Common Stock as of such date. The Distribution was made pursuant to the terms of a Distribution Agreement, Plan of Distribution and Reorganization dated as of January 31, 2001, by and between NDC and the Registrant (the "Distribution Agreement"). As a result of the Distribution, the Registrant is no longer wholly owned by NDC and is now an independent public company.

The Distribution is more fully described in the Registrant's Registration Statement on Form 10 the final amendment of which was filed on December 28, 2000, (File No. 1-16111), under the Securities Exchange Act of 1934, as amended.

The foregoing description is qualified in its entirety by reference to the complete text of the Distribution Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated by reference herein in its entirety.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

No financial statements are required to be filed as part of this Report. The following exhibits are filed as part of this Report:

EXHIBIT NO.	DESCRIPTION
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- 2.1 Distribution Agreement, Plan of Distribution and Reorganization dated January 31, 2001 by and between National Data Corporation and Global Payments Inc.
- 3.1 Amended and Restated Articles of Incorporation of Global Payments Inc.
- 3.2 Amended and Restated Bylaws of Global Payments Inc.
- 10.1 Tax Sharing and Indemnification Agreement by National Data Corporation and Global Payments Inc. dated as of January 31, 2001
- 10.2 Employee Benefits Agreement between National Data Corporation and Global Payments Inc. dated as of January 31, 2001
- 10.3 Transition Support Agreement between National Data Corporation and Global Payments Inc. dated as of January 31, 2001
- 10.4 Intercompany Systems/Network Services Agreement between National Data Corporation and Global Payments Inc. dated as of January 31, 2001
- 10.5 Services Agreement (Batch Processing) between Global Payments Inc. and National Data Corporation dated as of January 31, 2001
- 10.6 Headquarters Lease Agreement by and between National Data Corporation and Global Payments Inc. dated January 31, 2001
- 10.7 Sublease Agreement dated as of January 31, 2001 between Global Payment Systems, LLC and National Data Corporation
- 10.8 Sublease Agreement dated January 31, 2001 between National Data Corporation and National Data Payment Systems, Inc.

SIGNATURE

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

GLOBAL PAYMENTS INC.

By: /s/ Suellyn P. Tornay

Name: Suellyn P. Tornay

Title: Secretary and General Counsel

Dated: January 31, 2001

DISTRIBUTION AGREEMENT  
PLAN OF REORGANIZATION AND DISTRIBUTION

This DISTRIBUTION AGREEMENT ("Agreement") is entered into as of January 31, 2001 by and between National Data Corporation, a Delaware corporation ("NDC"), and Global Payments Inc., a Georgia corporation ("Global Payments").

BACKGROUND

A. Global Payments is a wholly-owned subsidiary of NDC formed for the purpose of taking title to the stock of the NDC eCommerce Subsidiaries (as defined below) that currently constitute NDC's eCommerce Business (as defined herein).

B. The Board of Directors of NDC has determined that it is in the best interests of NDC and its stockholders to contribute, transfer and assign to Global Payments effective at and after the Effective Time (as defined herein) (i) the capital stock of the NDC eCommerce Subsidiaries that hold directly and indirectly the assets and liabilities that currently constitute NDC's eCommerce Business, (ii) a 0.85% general partnership interest in GPS Holding Limited Partnership and (iii) the eCommerce Assets, as a contribution (the "Contribution") to the capital of Global Payments and to receive in exchange therefor shares of Global Payments Common Stock (as defined herein).

C. The Board of Directors of NDC has further determined that it is in the best interests of NDC and its stockholders following the Contribution to make a distribution (the "Distribution") to the holders of NDC Common Stock (as defined herein) of all of the outstanding shares of Global Payments Common Stock at the rate of eight-tenths (0.8) share of Global Payments Common Stock for each share of NDC Common Stock outstanding as of the Record Date (as defined herein).

D. The parties intend that the Distribution not be taxable to NDC or its stockholders pursuant to Section 355 of the Code (as defined herein).

E. The parties have determined that it is necessary and desirable to set forth the principal transactions required to effect the Distribution and to set forth other agreements that will govern certain other matters following the Distribution.

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

ARTICLE I

DEFINITIONS

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

"Action" means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.

"Aggregate Intercompany Account Balance" as of any date means the aggregate intercompany accounts owed to the Global Payments Group by NDC and its subsidiaries other than the Global Payments Group (net of such accounts owed to NDC and its subsidiaries other than the Global Payments Group by the Global Payments Group) as of such date.

"Ancillary Agreements" means all of the written agreements, instruments, understandings, assignments and other arrangements entered into in connection with the transactions contemplated hereby, including, without limitation, the Employee Benefits Agreement, the Transition Support Agreement, the Intercompany Systems/Network Services Agreement, the Intellectual Property Agreement, the Tax Sharing and Indemnification Agreement, the Batch Processing Agreement and the Real Estate Agreements.

"Assets" means all properties, rights, contracts, leases and claims,

of every kind and description, wherever located, whether tangible or intangible, and whether real, personal or mixed.

"Batch Processing Agreement" means the Services Agreement (Batch Processing) entered into at or prior to the Effective Time between NDC and Global Payments, as amended from time to time.

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

"Commission" means the Securities and Exchange Commission.

"Contribution" is defined in the recitals to this Agreement.

"Distribution Agent" means SunTrust Bank, Atlanta, in its capacity as agent for NDC in connection with the Distribution.

"Distribution Date" means the date upon which the Distribution shall be effective, as determined by the Board of Directors of NDC.

"Distribution" is defined in the recitals to this Agreement.

"eCommerce Balance Sheet" means the consolidated balance sheet of NDC's eCommerce business as of the Distribution Date, which balance sheet shall be prepared by NDC on a basis consistent with financial statements contained in the Form 10, and in a manner consistent with generally accepted accounting principles, consistently applied during the periods involved.

-2-

"eCommerce Business" means the business of providing electronic transaction processing and information systems and services, including financial and information services offering a variety of electronic data interchange and cash management services, and processing of independent transactions for credit cards and debit cards.

"eCommerce Assets" means all Assets that are (i) owned of record or held in the name of a member of the Global Payments Group at the Effective Time, (ii) treated for internal financial reporting purposes of NDC prior to the Effective Time or on the eCommerce Balance Sheet as owned by a member of the Global Payments Group, or (iii) at the Effective Time used exclusively by one or more members of the Global Payments Group.

"eCommerce Marks" means those trademarks, trade names, service marks and other intellectual property owned or licensed by NDC and used by the NDC eCommerce Subsidiaries and their subsidiaries prior to the date of this Agreement in connection with the eCommerce Business.

"Effective Time" means 11:59 p.m. Atlanta, Georgia time on the Distribution Date.

"Employee Benefits Agreement" means the Employee Benefits Agreement entered into at or prior to the Effective Time between NDC and Global Payments, as amended from time to time.

"Estimated Aggregate Intercompany Account Balance" means the good faith estimate of NDC as of the Distribution Date of the amount of the Aggregate Intercompany Account Balance as of the Distribution Date.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Form 10" means the registration statement on Form 10 filed by Global Payments with the Commission to effect the registration of Global Payments under the Exchange Act, as such registration statement may be amended from time to time.

"Global Payments Articles" means the articles of incorporation of Global Payments in the form filed as an exhibit to the Form 10 at the time it becomes effective.

"Global Payments Business" means the eCommerce Business now or formerly conducted by the NDC eCommerce Subsidiaries and their subsidiaries.

"Global Payments Bylaws" means the bylaws of Global Payments in the form filed as an exhibit to the Form 10 at the time it becomes effective.

"Global Payments Common Stock" means the outstanding shares of common stock, no par value, of Global Payments.

-3-

"Global Payments Group" means (a) Global Payments Inc., (b) the NDC eCommerce Subsidiaries, (c) the subsidiaries of the NDC eCommerce Subsidiaries and (d) any division of any member of the NDC Group that is included in the operations of the Global Payments Business and is included in the results of the Global Payments Business for internal financial reporting purposes.

"Global Payments Liabilities" means (a) Liabilities of any member of the Global Payments Group under this Agreement or any Ancillary Agreement, (b) except as otherwise expressly provided in this Agreement or any Ancillary Agreement, Liabilities incurred in connection with the conduct or operation of the Global Payments Business (including any acquired businesses) or the ownership or use of the Global Payments Assets, whether arising before, at or after the Effective Time, (c) Liabilities arising under or in connection with the Form 10, (d) except as otherwise expressly provided in this Agreement or any Ancillary Agreement, Liabilities set forth on the eCommerce Balance Sheet, (e) any Liabilities relating to or arising out of the acquisition (whether through an acquisition of stock or assets or a merger, share exchange or other form of business combination) of any business prior to the Effective Time by any member of the Global Payments Group, except to the extent such Liabilities arise out of or are based upon the issuance of securities of NDC in any such business combination transaction, and (f) the liability of NDC to Global Payment Systems LLC for money advanced to NDC by Global Payment Systems LLC, the balance of which as of December 31, 2000 was approximately \$63,100,000.

"Group" means the NDC Group or the Global Payments Group, as the context so requires.

"Guaranteed NDC Liabilities" means the NDC Liabilities on which any member of the Global Payments Group is an obligor by reason of any guarantee or contractual commitment.

"Guaranteed Global Payments Liabilities" means the Global Payments Liabilities on which any member of the NDC Group is an obligor by reason of any guarantee or contractual commitment.

"Health Information Services Business" means the division of NDC engaged in the business of providing health information solutions, including electronic commerce solutions, to a wide variety of segments in the health care industry (including hospitals, health systems, practice management system vendors, physician practices, managed care organizations, payers, third-party administrators, pharmacies, pharmaceutical manufacturers and wholesalers).

"Indemnifiable Loss" means any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all Actions or threatened Actions.

-4-

"Information Statement" means the information statement required by the Commission to be sent to each holder of NDC Common Stock in connection with the Distribution, and prepared in accordance with the Exchange Act.

"Intercompany Indebtedness" means the Liabilities owed by NDC and its directly or indirectly wholly-owned subsidiaries, other than the Global Payments Group to the Global Payments Group as of the Effective Time, and the Liabilities owed by Global Payments and the directly and indirectly wholly-owned subsidiaries in the Global Payments Group to NDC and its subsidiaries other than the Global Payments Group, in each case other than obligations arising under this Agreement or any Ancillary Agreement.

"Intercompany Systems/Network Services Agreement" means the Intercompany Systems/Network Services Agreement entered into at or prior to the Effective Time between NDC and Global Payments, as amended from time to time.

"IRS" means Internal Revenue Service.

"Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, including all costs and expenses relating thereto, and including, without limitation, those debts, liabilities and obligations arising under this Agreement or any Ancillary Agreement, any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking.

"NDC Business" means the Health Information Services Business now or formerly conducted by NDC and its present and former subsidiaries, joint ventures and partnerships and the remnants or vestiges of any other business heretofore conducted by NDC, excluding NDC's eCommerce Business.

"NDC Common Stock" means the outstanding shares of common stock, \$0.125 par value, of NDC.

"NDC eCommerce Subsidiaries" means National Data Payment Systems, Inc., Global Payment Holding Company, NDC Holdings (UK) Ltd., and Merchant Services USA, Inc.

"NDC Group" means NDC and its subsidiaries, joint ventures and partnerships conducting the Health Information Services Business.

"NDC Liabilities" means (i) Liabilities of any member of the NDC Group under this Agreement or any Ancillary Agreement, and (ii) Liabilities incurred in connection with the operation of the NDC Business, whether arising before, at or after the Effective Time, except for the Liability of NDC to Global Payment Systems LLC for money advanced to NDC by Global Payment Systems LLC.

-5-

"Prime Rate" means the prime rate of interest as published in the "Money Rates" column of The Wall Street Journal, Eastern Edition; in the event that more than one such rate is reported the "Prime Rate" shall equal the average of such rates. Use of the term "Prime Rate" shall mean a per annum rate, simple interest.

"Real Estate Agreements" means all subleases, releases, assignments, consents and agreements relating to the division of real property and interests therein between members of the NDC Group and members of the Global Payments Group entered into at or prior to the Effective Time, in each case as amended from time to time.

"Record Date" means the date designated by NDC's Board of Directors as the record date for determining the stockholders of NDC entitled to receive the Distribution.

"Revolving Credit Agreement" means the Revolving Credit Agreement among various lenders and Global Payments, which provides for up to \$110 million of availability.

"Securities Act" means the Securities Act of 1933, as amended.

"Tax" shall have the meaning given to such term in the Tax Sharing and Indemnification Agreement.

"Tax Sharing and Indemnification Agreement" means the Tax Sharing and Indemnification Agreement entered into at or before the Effective Time between NDC and Global Payments, as amended from time to time.

"Transition Support Agreement" means the Transition Support Agreement entered into at or prior to the Effective Time between NDC and Global Payments, as amended from time to time.

## ARTICLE II

### REORGANIZATION; CONVEYANCE OF CERTAIN ASSETS; ASSUMPTION OF CERTAIN LIABILITIES; CERTAIN PAYMENTS

Section 2.01 Reorganization; Conveyance of Assets; Discharge of  
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Liabilities. Except as otherwise expressly provided herein or in any of the  
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Ancillary Agreements:

(a) At or before the Effective Time, NDC shall contribute to Global Payments (i) all of the issued and outstanding capital stock of the NDC eCommerce Subsidiaries, (ii) a 0.85% general partnership interest in GPS Holding Limited Partnership, (iii) all right, title and interest of NDC and its subsidiaries other than the Global Payments Group in and to the marks listed on Exhibit A hereto and the goodwill associated therewith, and (iv) all right, title and interest of NDC and its Subsidiaries other than the Global Payments Group, in and to the eCommerce Assets, in exchange for a number of shares of Global Payments Common Stock that when combined with the shares of Global

-6-

Payments Common Stock already owned by NDC shall equal the product of (i) eight-tenths (0.8) and (ii) the number of shares of NDC Common Stock outstanding as of the close of business on the Record Date.

(b) At or before the Effective Time, NDC shall cause National Data Corporation of Canada, Ltd. ("NDCC") to sell to Global Payments, and Global Payments shall purchase from NDCC, the 0.3% membership interest in Global Payment Systems LLC owned by NDCC for a purchase price of \$240,000.

(c) At or before the Effective Time, Global Payments shall, and shall cause the members of the Global Payments Group that are directly or indirectly wholly-owned by Global Payments, to forgive and release or distribute indirectly as a dividend to NDC the Intercompany Indebtedness owed to Global Payments and any member of the Global Payments Group that is directly or indirectly wholly-owned by Global Payments, by NDC and its directly or indirectly wholly-owned subsidiaries other than the Global Payments Group.

(d) At or before the Effective Time, NDC shall, and shall cause its directly and indirectly wholly-owned subsidiaries other than the Global Payments Group to, forgive and release or distribute directly or indirectly as a contribution of capital to Global Payments the Intercompany Indebtedness owed to NDC and its directly and indirectly wholly-owned subsidiaries other than the Global Payments Group by Global Payments and the members of the Global Payments Group that are directly or indirectly wholly-owned by Global Payments,.

(e) At or prior to the Effective Time, Global Payments shall distribute to NDC a cash dividend in the amount of \$ 96,125,000(the "Dividend").

(f) If the Estimated Aggregate Intercompany Account Balance as of the Distribution Date is less than the Aggregate Intercompany Account Balance as of May 31, 2000, at or prior to the Effective Time, Global Payments shall pay NDC in cash, an amount equal to the amount by which the Aggregate Intercompany Account Balance as of May 31, 2000 exceeds the Estimated Aggregate Intercompany Account Balance (the "Estimated Dividend"). The Estimated Dividend shall be calculated by NDC as of the Distribution Date in accordance with the provisions of Section 8.03 hereof.

(g) If the Estimated Aggregate Intercompany Account Balance is greater than the Aggregate Intercompany Account Balance as of May 31, 2000, at or prior to the Effective Time, NDC shall pay to Global Payments in cash, as a contribution of capital, an amount equal to the amount by which the Estimated Aggregate Intercompany Account Balance exceeds the Aggregate Intercompany Account Balance as of May 31, 2000 (the "Estimated Capital Contribution"). The Estimated Capital Contribution shall be calculated by NDC as of the Distribution Date in accordance with the provisions of Section 8.03 hereof.

(h) Global Payments agrees that at and after the Effective Time it will assume and thereafter timely pay and discharge all of the Global Payments Liabilities.

-7-

(i) NDC agrees that at and after the Effective Time it will timely pay and discharge all of the NDC Liabilities.

(j) In the event that any conveyance of an Asset required hereby is not effected at or before the Effective Time, the obligation to transfer such Asset shall continue past the Effective Time and shall be accomplished as soon thereafter as practicable.

(k) If any Asset may not be transferred by reason of the requirement to obtain the consent of any third party and such consent has not been obtained by the Effective Time, then such Asset shall not be transferred until such consent has been obtained, and NDC and Global Payments, as the case may be, shall cause the owner of such Asset to use all reasonable efforts to provide to the appropriate member of the other Group all the rights and benefits under such Asset and cause such owner to enforce such Asset for the benefit of such member. Both parties shall otherwise cooperate and use all reasonable efforts to provide the economic and operational equivalent of an assignment or transfer of the Asset.

(l) From and after the Effective Time, each party shall promptly transfer or cause the members of its Group promptly to transfer to the other party or the appropriate member of the other party's Group, from time to time, any property received that is an Asset of the other party or a member of its Group. Without limiting the foregoing, funds received by a member of one Group upon the payment of accounts receivable that belong to a member of the other Group shall be transferred to the other Group by wire transfer not more than five business days after receipt of such payment.

(m) Except as expressly set forth in this Agreement or any Ancillary Agreement, instrument or document contemplated by this Agreement or any Ancillary Agreement, neither any member of the NDC Group nor any member of the Global Payments Group has made or shall be deemed to have made any representation or warranty as to (i) the Assets, business or Liabilities retained, transferred or assumed as contemplated hereby or thereby, (ii) any consents or approvals required in connection with the transfer or assumption by such party of any Asset or Liability contemplated by this Agreement, (iii) the value or freedom from any lien, claim, equity or other encumbrance of, or any other matter concerning, any Assets of such party or (iv) the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other Asset of such party. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, ALL ASSETS WERE, OR ARE BEING, TRANSFERRED, OR ARE BEING RETAINED ON AN "AS IS," "WHERE IS" BASIS.

Section 2.02 Ancillary Agreements. As of the Effective Time, NDC (or its ----- appropriate subsidiary) and Global Payments (or its appropriate subsidiary) will deliver:

(a) A duly executed Employee Benefits Agreement;

-8-

(b) A duly executed Tax Sharing and Indemnification Agreement;

(c) A duly executed Intercompany Systems/Network Services Agreement;

(d) A duly executed Transition Support Agreement;

(e) A duly executed Batch Processing Agreement; and

(g) Such other agreements, leases, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes hereof.

Section 2.03 Issuance of Global Payments Common Stock. At the Effective ----- Time and in exchange for the transfers described in Section 2.01(a), and the surrender for reissue of all certificates representing outstanding shares of Global Payments Common Stock, Global Payments will issue and deliver to NDC a certificate representing all of the shares of Global Payments Common Stock to be distributed as provided in Section 3.02 below.

Section 2.04 Resignations. On the Distribution Date, Global Payments will ----- deliver or cause to be delivered to NDC resignations of each person who is an officer or director of NDC or any of its subsidiaries or affiliates not constituting a member of the Global Payments Group immediately prior to the Distribution Date and who will be an employee of Global Payments or another member of the Global Payments Group from and after the Distribution Date. On the Distribution Date, NDC will deliver or cause to be delivered to Global Payments resignations of each person who is an officer or director of Global Payments or



another member of the Global Payments Group immediately prior to the Distribution Date and who will be an employee of NDC from and after the Distribution Date.

Section 2.05 Conduct of Global Payments Business. Prior to the  
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Distribution Date, the Global Payments Business shall have been operated for the sole benefit of NDC as Global Payments' sole shareholder. Upon consummation of the Distribution, the Global Payments Business shall be deemed to have been operated for the sole benefit of Global Payments and its new shareholders, as of and after the Effective Time. After the Distribution, any amounts advanced or contributed by NDC to Global Payments after the Effective Time shall be repaid by Global Payments, together with the payments prescribed by Section 8.03 hereof, as set forth in Section 8.03.

-9-

ARTICLE III

THE DISTRIBUTION

Section 3.01 Conditions Precedent to the Distribution.  
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In no event shall the Distribution occur unless the following conditions shall have been satisfied or waived by NDC:

(a) NDC's Board of Directors, or a duly appointed committee thereof, shall, in its sole discretion, have established the Record Date and the Distribution Date and any appropriate procedures in connection with the Distribution;

(b) NDC and Global Payments shall have prepared, and NDC shall have mailed to the holders of NDC Common Stock, the Information Statement, which sets forth appropriate disclosure concerning Global Payments, the Distribution and any other appropriate matters. NDC and Global Payments shall have also prepared, and Global Payments shall have filed with the Commission, the Form 10, which shall have included the Information Statement. The Form 10 shall have been declared effective by the Commission under the Exchange Act;

(c) NDC, as the sole shareholder of Global Payments, shall have approved and adopted the Global Payments employee benefit plans contemplated by the Employee Benefits Agreement and NDC and Global Payments shall have prepared and filed with the Commission under the Securities Act any registration statements or amendments thereto that are appropriate to reflect the establishment of or amendments to any employee benefit plan of Global Payments contemplated by the Employee Benefits Agreement, including without limitation, a Form S-8 with respect thereto. Any such registration statements shall have been declared effective by the Commission under the Securities Act. Nothing in this Section 3.01(c) shall require Global Payments to file with the Commission any registration statements relating to any grantor trusts that may be contemplated by the Employee Benefits Agreement.

(d) NDC and Global Payments shall have taken all such action as may be necessary or appropriate under the securities or blue sky laws of states or other political subdivisions of the United States in connection with the transactions contemplated by this Agreement or any Ancillary Agreement;

(e) the Global Payments Common Stock shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance;

(f) the Global Payments Board of Directors, as named in the Form 10, shall have been elected by NDC, as sole shareholder of Global Payments, and the Global Payments Articles and Global Payments Bylaws shall have been adopted and be in effect;

-10-

(g) NDC shall have received a favorable ruling from the IRS that the Distribution will not be taxable to NDC or its stockholders pursuant to Section 355 of the Code;

(h) Global Payments shall have entered into the Revolving Credit

Agreement;

(i) Global Payments (or its appropriate subsidiary) shall have performed fully its (or their) obligations under Section 2.02;

(j) no order, injunction or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing consummation of the Distribution shall be in effect;

(k) all necessary regulatory approvals shall have been received; and

(l) NDC and Global Payments shall have each performed its obligations under this Agreement and each Ancillary Agreement, which are required to be performed prior to or at the time of the Distribution.

Section 3.02 The Distribution.  
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(a) On or before the Distribution Date, subject to satisfaction or waiver of the conditions set forth in this Agreement, NDC shall deliver to the Distribution Agent a certificate or certificates representing all of the then outstanding shares of Global Payments Common Stock, endorsed in blank, and shall instruct the Distribution Agent, except as otherwise provided in Section 3.02(b), to distribute to each holder of record of NDC Common Stock on the Record Date eight-tenths (0.8) share of Global Payments Common Stock for each share of NDC Common Stock so held by crediting a book entry account created by the Distribution Agent for that purpose.

(b) The Distribution Agent shall not distribute any fractional share of Global Payments Common Stock. The Distribution Agent shall aggregate all such fractional shares and sell them in an orderly manner after the Distribution Date in the open market and, after completion of such sales, distribute a pro rata portion of the proceeds from such sales, based upon the average gross selling price of all such Global Payments Common Stock, less a pro rata portion of the aggregate brokerage commissions payable in connection with such sales, to each holder of NDC Common Stock who would otherwise have received a fractional share of Global Payments Common Stock.

Section 3.03 Certain Conduct Following the Distribution.  
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(a) Guaranteed Global Payments and NDC Liabilities.  
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(1) Global Payments shall use all reasonable efforts (excluding payment of money) to obtain as promptly as practicable after the Distribution Date the

-11-

release of NDC from its obligations with respect to Guaranteed Global Payments Liabilities. In no event shall any member of the Global Payments Group extend the term of any Guaranteed Global Payments Liabilities (such as by exercising an option to renew a lease) or modify any such Guaranteed Global Payments Liability, in either instance in any way that would increase the liability guaranteed thereunder unless the guarantee of NDC is released as to any extended or modified liability obligations under such Guaranteed Global Payments Liabilities or NDC otherwise consents in writing.

(2) NDC shall use all reasonable efforts (excluding payment of money) to obtain as promptly as practicable after the Distribution Date the release of Global Payments from its obligations with respect to Guaranteed NDC Liabilities. In no event shall any member of the NDC Group extend the term of any Guaranteed NDC Liabilities (such as by exercising an option to renew a lease) or modify any such Guaranteed NDC Liability, in either instance in any way that would increase the liability guaranteed thereunder unless the guarantee of Global Payments is released as to any extended or modified liability obligations under such Guaranteed NDC Liabilities or Global Payments otherwise consents in writing.

(3) In the event that NDC is required to pay any Guaranteed Global Payments Liabilities, without limiting any of NDC's rights and remedies against Global Payments under this Agreement or otherwise, in order to secure Global Payments' indemnity obligations to NDC hereunder in respect of such

Guaranteed Global Payments Liabilities, NDC shall be entitled to all the rights of the payee in any property of any member of the Global Payments Group pledged as security for such Guaranteed Global Payments Liabilities.

(4) In the event that Global Payments is required to pay any Guaranteed NDC Liabilities, without limiting any of Global Payments' rights and remedies against NDC under this Agreement or otherwise, in order to secure NDC's indemnity obligations to Global Payments hereunder in respect of such Guaranteed NDC Liabilities, Global Payments shall be entitled to all the rights of the payee in any property of any member of the NDC Group pledged as security for such Guaranteed NDC Liabilities.

(b) Insurance.

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(1) Following the Distribution, Global Payments will use its best efforts to procure and maintain directors' and officers' liability insurance coverage at least equal to the amount of NDC's current directors' and officers' insurance coverage for a period of five (5) years from the Distribution Date with respect to directors and officers of NDC who will become directors and officers of Global Payments as of the Distribution Date for acts as directors and officers of members of the Global Payments Group for periods from and after the Distribution Date.

(2) Following the Distribution, NDC will use its best efforts to maintain directors' and officers' liability insurance coverage at least equal to the amount

-12-

of NDC's current directors' and officers' liability insurance coverage for a period of five years from the Distribution Date with respect to the directors and officers of NDC who will become directors and officers of members of the Global Payments Group as of the Distribution Date for acts as directors and officers of members of the NDC Group during periods prior to the Distribution Date.

ARTICLE IV

INDEMNIFICATION

Section 4.01 Global Payments Indemnification of the NDC Group. If the

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Distribution occurs, on and after the Distribution Date, Global Payments shall indemnify, defend and hold harmless each member of the NDC Group, and each of their respective directors, officers, employees and agents (the "NDC Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the NDC Indemnitees and arising out of, or due to, (a) the failure of Global Payments or any member of the Global Payments Group to pay, perform or otherwise discharge, any of the Global Payments Liabilities and (b) any untrue statement or alleged untrue statement of any material fact contained in the preliminary or final Form 10, the Information Statement or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (other than the information provided by NDC contained in the Section entitled "NDC Corporation" of the Form 10, the Information Statement or any amendment or supplement thereto).

Section 4.02 NDC Indemnification of Global Payments Group. If the

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Distribution occurs, on and after the Distribution Date, NDC shall indemnify, defend and hold harmless each member of the Global Payments Group and each of their respective directors, officers, employees and agents (the "Global Payments Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Global Payments Indemnitees and arising out of, or due to, (a) the failure of NDC or any member of the NDC Group to pay, perform or otherwise discharge, any of the NDC Liabilities and (b) any untrue statement or alleged untrue statement of any material fact contained in the Section entitled "NDC Corporation" of the Form 10, the Information Statement or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.

Section 4.03 Contribution. In circumstances in which the indemnity

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agreements provided for in Sections 4.01(b) and 4.02(b) are unavailable or insufficient, for any reason, to hold harmless an indemnified party in respect of any Indemnifiable Losses, each indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such indemnified party as a result of such Indemnifiable Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions or alleged statements or omissions that

-13-

resulted in such Indemnifiable Losses, as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by Global Payments or NDC, the parties' relative intents, knowledge, access to information and opportunity to correct or prevent such statement or omission, and any other equitable considerations appropriate in the circumstances.

Section 4.04 Insurance and Third Party Obligations. No insurer or any  
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other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

#### ARTICLE V

#### INDEMNIFICATION PROCEDURES

Section 5.01 Notice and Payment of Claims. If any NDC or Global Payments  
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Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article IV (other than in connection with any Action or claim subject to Section 5.02), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party shall, within 30 days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same 30 day period, the Indemnifying Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount. Any amount owed under this Section 5.01 that is past due shall bear interest at a simple rate of interest per annum equal to the Prime Rate plus 2%.

Section 5.02 Notice and Defense of Third Party Claims. Promptly following  
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the earlier of (a) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party or (b) receipt of information from a third party alleging the existence of a claim against an Indemnified Party, in either case, with respect to which indemnification may be sought pursuant to this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 5.02 shall not relieve the Indemnifying Party of its obligations under this

-14-

Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within 30 days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified

Party, (a) acknowledge, as between the parties hereto, liability for, and at its option assume the defense of such Third Party Claim at its sole cost and expense or (b) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section 5.02 setting forth the grounds therefor; provided that if the Indemnifying Party does

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not within the same 30 day period give the Indemnified Party written notice acknowledging liability and electing to assume the defense or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability to the Indemnified Party for such Third Party Claim. Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall

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have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not

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agree to any such settlement pursuant to which any remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification under Article IV, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement

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effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within 15 days after the final resolution of such Third Party Claim (whether by the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within 15 days after such Indemnifying Party's objection has been resolved by settlement, compromise or the final nonappealable judgment of a court of competent jurisdiction.

## ARTICLE VI

### EMPLOYEE MATTERS

Section 6.01 Employees. As of the Effective Time, all persons who are  
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employees of the NDC eCommerce Subsidiaries shall be employees of Global Payments,

-15-

and all persons who are employees of the NDC Group shall be employees of NDC, and no person shall be an employee of both NDC and Global Payments.

Section 6.02 Employee Benefits Agreement. All matters relating to or  
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arising out of any employee benefit, compensation or welfare arrangement in respect of any present and former employee of the NDC Group or the Global Payments Group shall be governed by the Employee Benefits Agreement, except as may be expressly stated herein. In the event of any inconsistency between the Employee Benefits Agreement and this Agreement or any Ancillary Agreement, the Employee Benefits Agreement shall govern.

## ARTICLE VII

### TAX MATTERS

Section 7.01 Tax Sharing and Indemnification Agreement. All matters  
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relating to Taxes shall be governed exclusively by the Tax Sharing and

Indemnification Agreement, except as may be expressly stated herein. In the event of any inconsistency between the Tax Sharing and Indemnification Agreement and this Agreement or any other Ancillary Agreement, the Tax Sharing and Indemnification Agreement shall govern.

## ARTICLE VIII

### ACCOUNTING MATTERS

Section 8.01 Allocation of Prepaid Items and Reserves. All prepaid items  
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and reserves that have been maintained by NDC on a consolidated basis but that relate in part to assets or liabilities of the Global Payments Group shall be fairly allocated between NDC and Global Payments as determined by NDC in its reasonable discretion.

Section 8.02 Accounting Treatment of Assets Transferred and Liabilities  
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Assumed. The transfer by NDC of (a) the shares of capital stock of the NDC  
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eCommerce Subsidiaries to Global Payments pursuant to this Agreement, (b) the 0.85% general partnership interest in GPS Holding Limited Partnership to Global Payments pursuant to this Agreement, net of the Liabilities of the eCommerce Business assumed by Global Payments, (c) all right, title and interest of NDC and its subsidiaries other than the Global Payments Group in and to the marks listed on Exhibit A hereto and the goodwill associated therewith, and (d) all right, title and interest of NDC and its subsidiaries other than the Global Payments Group in and to the eCommerce Assets shall constitute a contribution by NDC to the capital of Global Payments.

Section 8.03 Dividend; Estimated Dividend; and Estimated Capital  
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Contribution.  
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Attached hereto as Schedule 8.03 is a schedule prepared by NDC which sets forth the Aggregate Intercompany Account Balance as of May 31, 2000 as well as the Estimated Dividend or the Estimated Capital Contribution, as applicable, as of the Effective Time. On the Distribution Date, the Estimated Dividend or the Estimated

-16-

Capital Contribution shall be paid by Global Payments or NDC, as applicable, in accordance with Section 2.01(f) and (g) hereof.

Within 90 business days after the Effective Time, NDC shall prepare and deliver to Global Payments the eCommerce Balance Sheet and, unless separately stated in the eCommerce Balance Sheet, a calculation of the Aggregate Intercompany Account Balance as of the Distribution Date. Within ten business days after the delivery of the eCommerce Balance Sheet:

(a) if an Estimated Dividend was paid at or prior to the Effective Time and the Aggregate Intercompany Account Balance as of the Distribution Date is less than the Aggregate Intercompany Account Balance as of May 31, 2000, then (i) if the amount by which the Aggregate Intercompany Account Balance at May 31, 2000 exceeds the Aggregate Intercompany Account Balance as of the Distribution Date is greater than the Estimated Dividend, Global Payments shall pay to NDC the difference between the Estimated Dividend and the actual amount of the difference in the Aggregate Intercompany Account Balance between May 31, 2000 and the Distribution Date, or (ii) if the amount by which the Aggregate Intercompany Account Balance as of May 31, 2000 exceeds the Aggregate Intercompany Account Balance as of the Distribution Date is less than the Estimated Dividend, NDC shall pay to Global Payments the difference between the Estimated Dividend and the actual amount of the difference in the Aggregate Intercompany Account Balance between May 31, 2000 and the Distribution Date;

(b) if an Estimated Dividend was paid at or prior to the Effective Time and the Aggregate Intercompany Account Balance as of the Distribution Date is more than the Aggregate Intercompany Account Balance as of May 31, 2000, NDC shall pay to Global Payments an amount equal to the sum of the Estimated Dividend plus an amount equal to the excess of the Aggregate Intercompany Account Balance as of the Distribution Date over the Aggregate Intercompany Account Balance as of May 31, 2000; or

(c) if an Estimated Capital Contribution was made at or prior to the Effective Time and the Aggregate Intercompany Account Balance as of the Distribution Date is less than the Aggregate Intercompany Account Balance as of May 31, 2000, Global Payments shall pay to NDC a cash dividend in an amount equal to the sum of the Estimated Capital Contribution plus an amount equal to the excess of the Aggregate Intercompany Account Balance as of May 31, 2000 over the Aggregate Intercompany Account Balance as of the Distribution Date; or

(d) if an Estimated Capital Contribution was made at or prior to the Effective Time and the Aggregate Intercompany Account Balance as of the Distribution Date is greater than the Aggregate Intercompany Account Balance as of May 31, 2000, then (i) if the amount by which the Aggregate Intercompany Account Balance as of the Distribution Date exceeds the Aggregate Intercompany Account Balance as of May 31, 2000 is greater than the Estimated Capital Contribution, NDC shall pay to Global Payments the difference between the Estimated Capital Contribution and the actual

-17-

amount of the difference in the Aggregate Intercompany Account Balance between May 31, 2000 and the Distribution Date, or (ii) if the amount by which the Aggregate Intercompany Account Balance as of the Distribution Date exceeds the Aggregate Intercompany Account Balance as of May 31, 2000 is less than the Estimated Capital Contribution, Global Payments shall pay to NDC the difference between the Estimated Capital Contribution and the actual amount of the difference in the Aggregate Intercompany Account Balance between May 31, 2000 and the Distribution Date.

Any amounts paid by Global Payments to NDC pursuant to Section 2.01(e) and (f) or this Section 8.03 shall be deemed a dividend or return of capital. Any amounts paid by NDC to Global Payments pursuant to Section 2.01(g) or this Section 8.03 shall constitute a capital contribution.

Any disputes arising from the adjustments required by the eCommerce Balance Sheet and the Change in Aggregate Intercompany Balance shall be resolved in accordance with Section 15.02 hereof.

#### ARTICLE IX

##### INFORMATION TECHNOLOGY SERVICES

Section 9.01 Intercompany Systems/Network Services Agreement. All matters relating to the sharing of telecommunications, networks and related services shall be governed exclusively by the Intercompany Systems/Network Services Agreement. In the event of any inconsistency between the Intercompany Systems/Network Services Agreement and this Agreement or between the Information Systems/Network Services Agreement and any other Ancillary Agreement, the Intercompany Systems/Network Services Agreement shall govern.

Section 9.02 Batch Processing Agreement. All matters relating to Global Payments' provision of Unisys Batch Processing services shall be governed exclusively by the Batch Processing Agreement. In the event of any inconsistency between the Batch Processing Services Agreement and this Agreement or between the Batch Processing Services Agreement and any other Ancillary Agreement, the Batch Processing Services Agreement shall govern.

#### ARTICLE X

##### TRADEMARK AND SERVICE MARK LICENSE

Section 10.01 Grant of License to Marks. Subject to the terms and conditions of this Agreement, NDC hereby grants to Global Payments, the NDC eCommerce Subsidiaries and their subsidiaries, (individually, a "Licensee" and collectively, the "Licensees")

-18-

for a period of eighteen (18) months from the Distribution Date, a

NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE LICENSE, WITHOUT THE RIGHT TO  
SUBLICENSE, to use the eCommerce Marks in connection with the eCommerce  
Business.

Section 10.02 Limitations on License.  
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(a) No rights or licenses are herein granted to the Licensees  
expressly or by implication, to use any eCommerce Marks, other than in  
accordance with this Article X.

(b) Notwithstanding anything herein to the contrary, no license or  
sublicense is granted hereunder if any such license or sublicense would require  
the consent of a third party or is not otherwise able to be licensed by NDC  
under the terms of any license agreement or other obligations or instruments  
binding upon NDC. Similarly, no license or sublicense is granted hereunder if  
any such license or sublicense would require NDC to pay royalties or other  
consideration to a third party or would otherwise adversely impact NDC.

Section 10.03 Ownership of eCommerce Marks.  
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(a) Global Payments acknowledges that NDC is the sole owner of all  
right, title and interest in and to the eCommerce Marks and all registrations  
thereof in any form or embodiment thereof and is also the sole owner of all  
goodwill attached to the eCommerce Marks in connection with its use by the  
Licensees shall not, at any time, do or suffer to be done any act or thing which  
will in any way impair the rights of Licensor in and to the eCommerce Marks or  
any registrations thereof or which will depreciate the value or reputation of  
the eCommerce Marks. Global Payments agrees that it will not, directly or  
indirectly, challenge, or permit any other Licensee to challenge, NDC's  
ownership of or the validity of the eCommerce Marks or any registrations or  
applications for registration thereof. Global Payments agrees to do whatever  
acts NDC may deem necessary or advisable, including the execution of any  
instruments, to confirm and maintain ownership by NDC of the eCommerce Marks.

(b) Global Payments acknowledges that any use of the eCommerce Marks  
shall not create in the Licensees' favor any right, title or interest in or to  
the eCommerce Marks, except as granted in this Article X. Global Payments  
expressly agrees and understands that all uses of the eCommerce Marks by the  
Licensees, and any goodwill created in the eCommerce Marks thereby, shall inure  
solely to the benefit of, and be owned exclusively by, NDC.

Section 10.04 Duration and Termination of License.  
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(a) NDC shall have the right to terminate the license granted in this  
Article X upon the occurrence of a "Material Breach." It shall be a Material  
Breach if Global Payments fails to cure a default within fifteen (15) days  
following receipt of a

-19-

written notice of such default. For purposes of this Article X, it shall be a  
default if any Licensee:

(i) conducts any portion of its business or uses any of the  
eCommerce Marks in a manner that NDC believes threatens the validity or  
integrity of any of the eCommerce Marks or threatens the goodwill  
associated therewith;

(ii) attempts to assign an interest in the license granted in  
this Article X in violation of Section 10.07 of this Agreement;

(iii) becomes insolvent by reason of an inability to pay debts  
as they mature or makes an assignment for the benefit of creditors or any  
admission of inability to pay obligations as they become due; or

(iv) fails or refuses to comply with any other provision of  
this Article X or any instruction of NDC concerning use of the eCommerce  
Marks.

(b) It shall be a Material Breach, and NDC shall have the right to  
terminate the license granted by this Article X without further action or notice



to the Licensees, if any Licensee:

- (i) misuses or makes an unauthorized use of the eCommerce Marks or commits an act which could reasonably be expected to materially impair the goodwill associated with the eCommerce Marks; or
- (ii) is convicted of or pleads no contest to a felony or other crime or offense that NDC believes is likely to adversely affect the reputation of NDC, its goodwill, or the eCommerce Marks

In the event of termination of the license under this Section 10.04(b), the Licensees shall not be entitled to cure the matter giving rise to termination.

Section 10.05 Effect of Termination of Expiration. Upon the expiration or  
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prior termination of the license granted in this Article X (the "Trademark License"), the Licensees shall:

(a) cease using any advertising materials, forms, invoices, or other materials that bear any eCommerce Marks;

(b) discontinue use of any eCommerce Marks, or any colorable imitation thereof, in any manner or for any purpose, and discontinue utilizing for any purpose any eCommerce Marks or other mark that suggests or indicates a current or prior connection or association with NDC, its affiliates or its transferee;

-20-

(c) destroy all uses of the eCommerce Marks, or deliver up to NDC or its duly authorized representative for destruction all materials bearing the eCommerce Marks;

(d) furnish to NDC or its transferee within thirty (30) days after the effective date of termination, evidence satisfactory to NDC or its transferee of [Global Payments'] compliance with the foregoing obligations.

Section 10.06 Survival of Obligations. All obligations of NDC, or its  
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transferee, and the Licensees that expressly or by their nature survive the expiration or termination of the license granted in this Article X shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

Section 10.07 Intellectual Property Liability. The eCommerce Marks are  
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licensed or sublicensed to the Licensees "AS IS" without representation or warranty, express or implied, including without limitation any representation or warranty that the eCommerce Marks do not result in the infringement of intellectual property rights of any third party. Global Payments shall be solely responsible and liable for any claim, damage, cost, expense or liability the Licensees incur arising out of threatened or claimed infringements by eCommerce Marks. THE LICENSEES ACKNOWLEDGE AND AGREE THAT THEY MAY NOT BRING ANY CLAIMS OR OTHERWISE RECOVER ANY AMOUNT FROM NDC BY VIRTUE OF EXERCISE OF THE RIGHTS GRANTED HEREUNDER.

The Licensees agree and acknowledge that NDC shall not be liable directly or indirectly or as an indemnitor of the Licensees as a consequence of any license or sublicense granted hereunder.

10.08 Assignment of License. Licensees shall not have the right to assign  
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the license granted by this Article X to any third party, by agreement, operation of law, or otherwise, without the prior written consent of NDC, which may be withheld by NDC in its sole discretion; provided that such license may be assigned by a party to any company or concern acquiring substantially the entire business of such party relating to the eCommerce Marks licensed hereunder, provided such assignee first agrees in writing to be bound by all terms and conditions of such license including the obligations of such party hereunder.

TRANSITION SUPPORT

Section 11.01 Transition Support Agreement. All matters relating to the  
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provision of support by the NDC Group to the Global Payments Group and support  
by the Global Payments Group to the NDC Group after the Effective Time shall be  
governed exclusively by the Transition Support Agreement, except as may be  
expressly stated

-21-

herein. In the event of any inconsistency between the Transition Support  
Agreement and this Agreement or the Transition Support Agreement and any other  
Ancillary Agreement, the Transition Support Agreement shall govern.

ARTICLE XII

REAL PROPERTY MATTERS

Section 12.01 Real Estate Agreements. All matters relating to real  
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property to be owned by a member of the NDC Group or the Global Payments Group  
and leased, occupied or shared by a member of the other of such groups after the  
Effective Time shall be governed by the Real Estate Agreements. In the event of  
any inconsistency between the Real Estate Agreements and this Agreement or the  
Real Estate Agreements and any other Ancillary Agreement, the Real Estate  
Agreements shall govern.

ARTICLE XIII

INFORMATION

Section 13.01 Provision of Corporate Records. As soon as practicable  
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following the Effective Time, NDC and Global Payments shall each arrange for the  
provision to the other of existing corporate documents (e.g., minute books,  
stock registers, stock certificates, documents of title, contracts, etc.) in its  
possession relating to the other or its business and affairs or to any other  
entity that is part of such other's respective Group or to the business and  
affairs of such other entity.

Section 13.02 Access to Information. From and after the Effective Time,  
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NDC and Global Payments shall each afford the other and its accountants, counsel  
and other designated representatives reasonable access (including using  
reasonable efforts to give access to persons or firms possessing information)  
and duplicating rights during normal business hours to all records, books,  
contracts, instruments, computer data and other data and information in its  
possession relating to the business and affairs of the other or a member of its  
Group (other than data and information subject to an attorney/client or other  
privilege), insofar as such access is reasonably required by the other  
including, without limitation, for audit, accounting and litigation purposes.

Section 13.03 Litigation Cooperation. NDC and Global Payments shall each  
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use reasonable efforts to make available to the other, upon written request, its  
officers, directors, employees and agents, and the officers, directors,  
employees and agents of its subsidiaries, as witnesses to the extent that such  
persons may reasonably be required in connection with any legal, administrative  
or other proceedings arising out of the business of the other, or of any entity  
that is part of the other's respective Group, prior to the Effective Time in  
which the requesting party or one of its subsidiaries may from time to time be  
involved.

-22-

Section 13.04 Retention of Records. Except as otherwise required by law  
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or agreed to in writing, each party shall, and shall cause the members of its  
Group to, retain all information relating to the other's business in accordance  
with the past practice of such party. Notwithstanding the foregoing, either  
party may destroy or otherwise dispose of any information at any time in  
accordance with the corporate record retention policy maintained by such party

with respect to its own records.

Section 13.05 Confidentiality. Each party shall, and shall cause each

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member of its Group to, hold and cause its directors, officers, employees, agents, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information concerning the other party (except to the extent that this Agreement or any Ancillary Agreement permits the use or disclosure of such information or to the extent that such information can be shown to have been (a) in the public domain through no fault of such disclosing party or (b) later lawfully acquired after the Effective Time on a non-confidential basis from other sources by the disclosing party), and neither party shall release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors who shall be advised of the provisions of this Section 13.05 and be bound by them. Each party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other party if it exercises the same care as it takes to preserve confidentiality for its own similar information.

Section 13.06 Privileged Matters. The parties hereto recognize that

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legal and other professional services that have been and will be provided prior to the Distribution Date have been and will be rendered for the benefit of each of the members of the NDC Group, and the members of the Global Payments Group, and that each of the members of the NDC Group, and each of the members of the Global Payments Group should be deemed to be the client for the purposes of asserting all privileges which may be asserted under applicable law. Except as otherwise specifically provided in the Ancillary Agreements, to allocate the interests of each party in the information as to which any party is entitled to assert a privilege, the parties agree as follows:

(a) NDC shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the NDC Business, whether or not the privileged information is in the possession of or under the control of NDC or Global Payments. NDC shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the subject matter of any claims constituting NDC Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by NDC, whether or not the privileged information is in the possession of or under the control of NDC or Global Payments.

(b) Global Payments shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information that relates solely to the Global Payments Business, whether or not the privileged information is in

-23-

the possession of or under the control of NDC or Global Payments. Global Payments shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with privileged information which relates solely to the subject matter of any claims constituting Global Payments Liabilities, now pending or which may be asserted in the future, in any lawsuits or other proceedings initiated against or by Global Payments, whether or not the privileged information is in the possession of Global Payments or under the control of NDC or Global Payments.

(c) The parties hereto agree that they shall have a shared privilege, with equal right to assert or waive, subject to the restrictions in this Section 13.06, with respect to all privileges not allocated pursuant to the terms of Sections 13.06 (a) and (b). All privileges relating to any claims, proceedings, litigation, disputes, or other matters which involve NDC and Global Payments in respect of which such parties retain any responsibility or liability under this Agreement, shall be subject to a shared privilege among them.

(d) No party hereto may waive any privilege which could be asserted under any applicable law and in which any other party hereto has a shared privileged, without the consent of the other party, which consent shall not be unreasonably withheld or delayed, except to the extent reasonably required in connection with any litigation with third parties or as provided in subsection (e) below. Consent shall be in writing, or shall be deemed to be granted unless

written objection is made within twenty (20) days after notice upon the other party requesting such consent.

(e) In the event of any litigation or dispute between or among any of the parties hereto, any party and a member of the Group of the other party, or a member of a Group of one party hereto and a member of a Group of the other party hereto, either such party may waive a privilege in which the other party has a shared privilege, without obtaining the consent of the other party, provided that such waiver of a shared privilege shall be effective only as to the use of information with respect to the litigation or dispute between or among the relevant parties and/or members of their Groups, and shall not operate as a waiver of the shared privilege with respect to third parties.

(f) If a dispute arises between or among the parties hereto or their respective Group members regarding whether a privilege should be waived to protect or advance the interest of any party, each party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other parties, and shall not unreasonably withhold consent to any request for waiver by the other party. Each party hereto specifically agrees that it will not withhold consent to waiver for any purpose except to protect its own legitimate interests.

(g) Upon receipt by any party hereto or by any member of a Group thereof of any subpoena, discovery or other request which arguably calls for the production or disclosure of information subject to a shared privilege or as to which another party has the sole right hereunder to assert a privilege, or if any party obtains knowledge that any of its, or any of its Group members', current or former directors,

-24-

officers, agents or employees have received any subpoena, discovery or other requests that arguably calls for the production or disclosure of such privileged information, such party shall promptly notify the other party of the existence of the request and shall provide the other party a reasonable opportunity to review the information and to assert any rights it or they may have under this Section 13.06 or otherwise to prevent the production or disclosure of such privileged information.

(h) The transfer of all agreements, documents, books, records, files and other information pursuant to this Agreement is made in reliance on the agreement of NDC and Global Payments, as set forth in Sections 13.05 and 13.06, to maintain the confidentiality of privileged information and to assert and maintain all applicable privileges. The access to information being granted pursuant to Section 13.02 hereof, the agreement to cooperate pursuant to Section 13.03 hereof, the furnishing of notices and documents and other cooperative efforts contemplated herein, and the transfer of privileged information between and among the parties and the members of their respective Groups pursuant to this Agreement shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise.

Section 13.06 Ownership of Information. Any information owned by any  
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party or members of its Group that is provided to a requesting party pursuant to this Article XIII shall be deemed to remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

#### ARTICLE XIV

##### INTEREST ON PAYMENTS

Section 14.01 Interest. Except as otherwise expressly provided in this  
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Agreement or an Ancillary Agreement, all payments by one party to the other under this Agreement or any Ancillary Agreement shall be paid, by company check or wire transfer of immediately available funds to an account in the United States designated by the recipient, within 30 days after receipt of an invoice or other written request for payment setting forth the specific amount due and a description of the basis therefor in reasonable detail. Any amount remaining unpaid beyond its due date, including disputed amounts that are ultimately determined to be payable, shall bear interest at a rate of simple interest per annum equal to the Prime Rate plus 2%.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Consolidation, Merger, Etc. Involving Global Payments or  
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NDC.

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(a) Global Payments shall not consolidate with or merge into any other entity or convey, transfer or lease all or any substantial portion of its properties and assets

-25-

to any entity, and Global Payments shall not permit any entity to consolidate with or merge into Global Payments or convey, transfer or lease all or any substantial portion of its properties and assets to Global Payments, unless, in each case Global Payments shall consolidate with or merge into another entity or convey, transfer or lease all or any substantial portion of its properties and assets to any entity, the entity formed by such consolidation or into which Global Payments is merged or the entity which acquires by conveyance or transfer, or which leases, all or any substantial portion of properties and assets of Global Payments shall be a corporation, partnership, limited liability company or trust and shall expressly assume, by a written agreement, executed and delivered to NDC, in form reasonably satisfactory to NDC, all of the Liabilities, obligations and expenses to be assumed by Global Payments under this Agreement and the Ancillary Agreements and the due and punctual performance or observance of every agreement and covenant of this Agreement and Ancillary Agreements on the part of Global Payments to be performed or observed.

(b) NDC shall not consolidate with or merge into any other entity or convey, transfer or lease all or any substantial portion of its properties and assets to any entity, and NDC shall not permit any entity to consolidate with or merge into NDC or convey, transfer or lease all or any substantial portion of its properties and assets to NDC, unless in each case, NDC shall consolidate with or merge into another entity or convey, transfer or lease all or any substantial portion of its properties and assets to any entity, the entity formed by such consolidation or into which NDC is merged or the entity which acquires by conveyance or transfer, or which leases, all or any substantial portion of properties and assets of NDC shall be a corporation, partnership, limited liability company or trust and shall expressly assume, by a written agreement, executed and delivered to Global Payments, in form reasonably satisfactory to Global Payments, all of the Liabilities, obligations and expenses to be assumed by NDC under this Agreement and the Ancillary Agreements and the due and punctual performance or observance of every agreement and covenant of this Agreement and the Ancillary Agreements on the part of NDC to be performed or observed.

Section 15.02 Disputes.  
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(a) All disputes arising from or in connection with this Agreement, whether based on contract, tort, statute or otherwise, including, but not limited to, disputes in connection with claims by third parties (collectively, "Disputes"), shall be resolved only in accordance with the provisions of this Section 15.02; provided, however, that nothing contained herein shall preclude  
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either party from seeking or obtaining (i) injunctive relief to prevent an actual or threatened breach of any of the provisions of this Agreement, or (ii) equitable or other judicial relief to enforce the provisions of this Section 15.02 hereof or to preserve the status quo pending resolution of Disputes hereunder.

(b) Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within 10 days after delivery of the notice of a Dispute, the receiving party shall submit to the other a written response. The notice

-26-

and the response shall include a statement of such party's position and a

summary of arguments supporting that position and the name and title of the executive who will represent that party and of any other person who will accompany such executive in resolving the Dispute. Within twenty (20) days after delivery of the first notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, and shall negotiate in good faith to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

(c) If the Dispute has not been resolved by negotiation within sixty (60) days of the first party's notice, the Dispute shall be submitted, upon application of either party, for resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Arbitration shall be by a single arbitrator experienced in the matters that are at issue in the Dispute, which arbitrator shall be selected by the parties in accordance with the Rules. The arbitration shall be conducted in Atlanta, Georgia (or at any other place agreed upon by the parties and the arbitrator). The decision of the arbitrator shall be final and binding as to all matters at issue in the Dispute; provided, however, if necessary such decision

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may be enforced by either party in any court of law having jurisdiction over the parties or the subject matter of the Dispute. Unless the arbitrator shall assess the costs and expenses of the arbitration proceeding and of the parties differently, each party shall pay its costs and expenses incurred in connection with the arbitration proceeding, and the costs and expenses of the arbitrator shall be shared equally by the parties.

Section 15.03 Further Assurances and Consents. In addition to the actions

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specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using its reasonable efforts to obtain any consents and approvals, make any filings and applications and remove any liens, claims, equity or other encumbrance on an Asset of the other party necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any

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consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 15.04 Expenses. Except as specifically provided in this Agreement

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or any Ancillary Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and the Ancillary Agreements and with the consummation of the transactions contemplated by this

Agreement (including, but not limited to, transfer taxes and the fees and expenses of the Distribution Agent and of all counsel, accountants, capital identity consultants and financial and other advisors) shall be paid by NDC. Without limiting the foregoing, NDC shall pay the legal, filing, accounting, printing and other expenses in connection with the preparation, printing and filing of the Form 10 and the Information Statement.

Section 15.05 Notices. All notices and communications under this

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

If to NDC, to:

National Data Corporation Inc.  
National Data Plaza  
Atlanta, GA 30329  
Attention: General Counsel

If to Global Payments, to:

Global Payments Inc.  
4 Corporate Boulevard N.E.  
Atlanta, Georgia 30329  
Attention: General Counsel

Either party may, by written notice delivered to the other party in accordance with this Section 15.05, change the address to which delivery of any notice shall thereafter be made.

Section 15.06 Amendment and Waiver. This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 15.07 Entire Agreement. This Agreement, together with the Ancillary Agreements, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of any Ancillary

-28-

Agreement, the provisions of such Ancillary Agreement shall prevail with respect to the subject matter hereof.

Section 15.08 Parties in Interest. Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the NDC Group and the Global Payments Group and the NDC Indemnitees and Global Payments Indemnitees under Articles IV and V hereof.

Section 15.09 Severability. The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 15.10 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

Section 15.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same Agreement.

-29-

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

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
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Name: Randolph L. M. Hutto  
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Title: Chief Financial Officer  
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GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
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Name: Paul R. Garcia  
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Title: Chief Executive Officer  
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-30-

EXHIBIT A  
MARKS

- @dvanantage
- @advantage (Canada)
- @dvanantage (United Kingdom)
- Internet Access @dvanantage
- Retail PC @dvanantage
- NDC eCommerce
- Insight Payment Intelligence
- Global Payment Systems
- VIP Preferred
- PC Hub
- CheckRite (and design)
- NETS + (and design)
- CMXpress (stylized)
- NETS (and design)
- National Electronic Transaction Services NETS (and design)



AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
GLOBAL PAYMENTS INC.

ARTICLE ONE

NAME

The name of the corporation is Global Payments Inc. (the "Corporation").

ARTICLE TWO

CAPITALIZATION

2.1 Authorized Shares. The Corporation shall have authority, to be exercised by the board of directors, to issue no more than (i) Two Hundred Million (200,000,000) shares of common stock, without par value, which shall be entitled to one vote per share and shall be entitled to receive the net assets of the Corporation upon dissolution and (ii) Five Million (5,000,000) shares of preferred stock, without par value. Shares of preferred stock may be issued from time to time in one or more classes or series, each such class or series to be so designated as to distinguish the shares thereof from the shares of all other classes and series. The Board of Directors is hereby vested with the authority to divide preferred stock into classes or series and to fix and determine the relative rights, preferences, qualifications, and limitation of the shares of any class or series so established.

2.2 Designation of Preferences and Other Rights of Series A Junior Participating Preferred Stock. The designation of the preferences and other rights of the Series A Junior Participating Preferred Stock, without par value, of the Corporation, for which sufficient authorized shares are available pursuant to paragraph 2.1 of Article Two, is attached as Appendix A to these Amended and Restated Articles of Incorporation of Global Payments Inc.

ARTICLE THREE

REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is located at the street address of:

Four Corporate Square  
Atlanta, Georgia 30329-2010

The name of the initial registered agent of the Corporation at its registered office named above is:

Suellyn P. Tornay

ARTICLE FOUR

INCORPORATOR

The name and address of the incorporator are:

William H. Avery  
1201 West Peachtree Street  
Atlanta, GA 30309

ARTICLE FIVE

PRINCIPAL OFFICE

The mailing address of the initial principal office of the Corporation is:

ARTICLE SIX

BOARD OF DIRECTORS

6.1 Classified Board of Directors. The number of directors of the Corporation shall be as fixed from time to time by or pursuant to the Corporation's Bylaws. The directors shall be divided into three classes, Class I, Class II and Class III. At the annual shareholders meeting in 2001, the terms of the initial Class I directors shall expire and a new Class I shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successors; at the annual shareholders meeting in 2002, the terms of the initial Class II directors shall expire and a new Class II shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successors; and at the annual shareholders meeting in 2003, the terms of the initial Class III directors shall expire and a new Class III shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successors. At each succeeding annual meeting of shareholders, successors to the class of directors whose term expires at the annual meeting of shareholders shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successor. Except as provided in Section 6.3, a director shall be elected by the affirmative vote of the

-2-

holders of a plurality of the shares represented at the meeting of shareholders at which the director stands for election and entitled to elect such director.

6.2 Removal. Directors may only be removed from the Board of Directors for cause and only at a special meeting of shareholders called for such a purpose by the affirmative vote of at least two-thirds (2/3) of the total number of votes of the then outstanding shares of the Corporation's capital stock entitled to vote in the election of directors and only if notice of such proposal was contained in the notice of such meeting. Any vacancy in the Board of Directors resulting from such removal shall be filled in accordance with Section 6.4 hereof. For purposes of this Section, "cause" shall mean only (a) conviction of a felony, (b) declaration of unsound mind or order of a court, (c) gross dereliction of duty, (d) commission of an action involving moral turpitude, or (e) commission of an action which constitutes intentional misconduct or a knowing violation of law if such action in either event results both in an improper substantial personal benefit and a material injury to the Corporation.

6.3 Vacancies and Changes of Authorized Number. All vacancies and any newly created directorship resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although fewer than a quorum, or by a sole remaining director. Each director chosen in accordance with this Section shall hold office until the next election of the class for which such director shall have been chosen, and until such director's successor is elected and qualified, or until the director's earlier death, resignation or removal; provided, however that a director chosen in accordance with this Section to fill a newly-created directorship shall hold office only until the next election of directors by the shareholders and until such director's successor is elected and qualified, or until the director's earlier death, resignation or removal.

6.4 Amending or Repealing Article Six. Notwithstanding any provision hereof, or of the Bylaws or any law which might otherwise permit a lesser vote, the affirmative vote of the holders of at least two-thirds (2/3) of all classes of stock entitled to vote in the election of directors shall be required to alter, amend or repeal this Article Six.

ARTICLE SEVEN

CONSTITUENCY CONSIDERATIONS

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of

Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the Corporation, the communities in which offices or other establishments of the Corporation are located, and all other factors such directors consider pertinent; provided, however, that this Article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency and right to be considered.

-3-

#### ARTICLE EIGHT

##### AMENDMENT OF BYLAWS

Except as otherwise provided in this Article Eight, the Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by (a) the affirmative vote of the holders of two-thirds (2/3) of the shares of stock then outstanding and entitled to vote in the election of directors, or (b) the Board of Directors of the Corporation, but any Bylaw adopted by the Board of Directors may be altered, amended, or repealed, or new Bylaws may be adopted, by the affirmative vote of the holders of two-thirds (2/3) of the shares of stock entitled to vote in the election of directors. The shareholders may prescribe, by so expressing in the action they take in amending or adopting any Bylaw or Bylaws, that the Bylaw or Bylaws so amended or adopted by them shall not be altered, amended or repealed by the Board of Directors. Notwithstanding the foregoing, Section 4.05 of the Bylaws may not be modified, amended or repealed except by the affirmative vote of the holders of a majority of the shares of stock then outstanding and entitled to vote in the election of directors.

#### ARTICLE NINE

##### LIMITATION OF DIRECTOR LIABILITY

9.1 Limitation of Liability. A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the Corporation;

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law;

(iii) for the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code; or

(iv) for any transaction from which the director received an improper personal benefit.

9.2 Repeal or Modification of this Article. Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

-4-

9.3 Additional Provisions. If the Georgia Business Corporation Code is amended, after this Article becomes effective, to authorize corporate action further eliminating or limiting the liability of directors, then, without further corporate action, the liability of a director of the Corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

9.4 Severability. In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

These Amended and Restated Articles of Incorporation contain amendments requiring shareholder approval and were duly adopted in accordance with the applicable provisions of Section 14-2-1003 of the Georgia Business Corporation Code by the Board of Directors of the Corporation on January 30, 2001 and by the sole shareholder of the Corporation on January 30, 2001.

These Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto.

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed by its duly authorized officer on this 30/th/ day of January, 2001.

GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
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APPENDIX A  
TO  
THE ARTICLES OF INCORPORATION  
OF  
GLOBAL PAYMENTS INC.

DESIGNATING THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF  
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK

There is hereby designated, out of the authorized but unissued shares of Preferred Stock of the Corporation, a series thereof, and the number of shares, voting powers, designation, preferences, and relative, participating, optional, and other special rights, and the qualifications, limitations, and restrictions thereof, of the shares of such series (in addition to those set forth in the Articles of Incorporation which are applicable to the Preferred Stock of all series), shall be as follows:

1. Series A Junior Participating Preferred Stock. There is hereby  
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established a series of Preferred Stock, no par value per share, of the Corporation, and the designation and certain terms, powers, preferences and other rights of the shares of such series, and certain qualifications, limitations and restrictions thereon, are hereby fixed as follows:

(i) The distinctive serial designation of this series shall be "Series A Junior Participating Preferred Stock" (hereinafter called "this Series"). Each share of this Series shall be identical in all respects with the other shares of this Series except as to the dates from and after which dividends thereon shall be cumulative.

(ii) The number of shares in this Series shall initially be 200,000 which number may from time to time be increased or decreased (but not below the number then outstanding) by the Board of Directors. Shares of this Series purchased by the Corporation shall be canceled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series. Shares of this Series may be issued in fractional shares, which fractional shares shall entitle the holder, in proportion to such holder's fractional share, to all rights of a holder of a whole share of this Series.

(iii) The holders of full or fractional shares of this Series shall be entitled to receive, when and as declared by the Board of Directors, but only out of funds legally available therefor, dividends, (A) on each date that

dividends or other distributions (other than dividends or distributions payable in Common Stock of the Corporation) are payable on or in respect of Common Stock comprising part of the Reference Package (as defined below), in an amount per whole share of this Series equal to the aggregate amount of dividends or other distributions (other than dividends or distributions payable in Common Stock of the Corporation) that would be payable on such date to a holder of the Reference Package and (B) on the last day of March, June, September and December in each year, in an amount per whole share of this Series equal to the excess (if any) of \$1.00 over the aggregate dividends paid per whole share of this Series during the three-month period ending on such last day. Each such dividend shall be paid to the holders of record of shares of this Series on the date, not exceeding 60 days preceding such

-7-

dividend or distribution payment date, fixed for that purpose by the Board of Directors in advance of payment of each particular dividend or distribution. Dividends on each full and each fractional share of this Series shall be cumulative from the date such full or fractional share is originally issued; provided that any such full or fractional share originally issued after a dividend record date and on or prior to the dividend payment date to which such record date relates shall not be entitled to receive the dividend payable on such dividend payment date or any amount in respect of the period from such original issuance to such dividend payment date.

The term "Reference Package" shall initially mean 1000 shares of Common Stock, no par value ("Common Stock"), of the Corporation. In the event the Corporation shall at any time (A) declare or pay a dividend on any Common Stock payable in Common Stock, (B) subdivide any Common Stock or (C) combine any Common Stock into a smaller number of shares, then and in each such case the Reference Package after such event shall be the Common Stock that a holder of the Reference Package immediately prior to such event would hold thereafter as a result thereof.

Holders of shares of this Series shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of full cumulative dividends, as herein provided, on this Series.

So long as any shares of this Series are outstanding, no dividend (other than a dividend in Common Stock or in any other stock ranking junior to this Series as to dividends and upon liquidation) shall be declared or paid or set aside for payment or other distribution declared or made upon the Common Stock or upon any other stock ranking junior to this Series as to dividends or upon liquidation, nor shall any Common Stock nor any other stock of the Corporation ranking junior to or on a parity with this Series as to dividends or upon liquidation be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any shares of any such stock) by the Corporation (except by conversion into or exchange for stock of the Corporation ranking junior to this Series as to dividends and upon liquidation), unless, in each case, the full cumulative dividends (including the dividend to be due upon payment of such dividend, distribution, redemption, purchase or other acquisition) on all outstanding shares of this Series shall have been, or shall contemporaneously be, paid.

(iv) In the event of any merger, consolidation, reclassification or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of this Series shall at the same time be similarly exchanged or changed in an amount per whole share equal to the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, that a holder of the Reference Package would be entitled to receive as a result of such transaction.

(v) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holders of full and fractional shares of this Series shall be entitled, before any distribution or payment is made on any date to the holders of the Common Stock or any other stock of the Corporation ranking junior to this Series upon

-8-

liquidation, to be paid in full an amount per whole share of this Series equal

to the greater of (A) \$1.00 or (B) the aggregate amount distributed or to be distributed prior to such date in connection with such liquidation, dissolution or winding up to a holder of the Reference Package (such greater amount being hereinafter referred to as the "Liquidation Preference"), together with accrued dividends to such distribution or payment date, whether or not earned or declared. If such payment shall have been made in full to all holders of shares of this Series, the holders of shares of this Series as such shall have no right or claim to any of the remaining assets of the Corporation.

In the event the assets of the Corporation available for distribution to the holders of shares of this Series upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full all amounts to which such holders are entitled pursuant to the first paragraph of this Section (v), no such distribution shall be made on account of any shares of any other class or series of Preferred Stock ranking on a parity with the shares of this Series upon such liquidation, dissolution or winding up unless proportionate distributive amounts shall be paid on account of the shares of this Series, ratably in proportion to the full distributable, amounts for which holders of all such parity shares are respectively entitled upon such liquidation, dissolution or winding up.

Upon the liquidation, dissolution or winding up of the Corporation, the holders of shares of this Series then outstanding shall be entitled to be paid out of assets of the Corporation available for distribution to its shareholders all amounts to which such holders are entitled pursuant to the first paragraph of this Section (v) before any payment shall be made to the holders of Common Stock or any other stock of the Corporation ranking junior upon liquidation to this Series.

For the purposes of this Section (v), the consolidation or merger of, or binding share exchange by, the Corporation with any other corporation shall not be deemed to constitute a liquidation, dissolution or winding up of the corporation.

(vi) The shares of this Series shall not be redeemable.

(vii) In addition to any other vote or consent of shareholders required by law or by the Certificate of Incorporation of the Corporation, each whole share of this Series shall, on any matter, vote as a class with any other capital stock comprising part of the Reference Package and voting on such matter and shall have the number of votes thereon that a holder of the Reference Package would have.

AMENDED AND RESTATED  
 BYLAWS  
 OF  
 GLOBAL PAYMENTS INC.

As Adopted on January 30, 2001

TABLE OF CONTENTS

Section 1.01	Registered Office and Agent.....	1
Section 1.02	Other Offices.....	1
Article II.	MEETINGS OF SHAREHOLDERS.....	1
Section 2.01	Annual Meetings.....	1
Section 2.02	Special Meetings.....	1
Section 2.03	Place of Meetings.....	1
Section 2.04	Notice of Meetings.....	2
Section 2.05	Shareholder Nominations and Proposals.....	2
Section 2.06	Voting Group.....	3
Section 2.07	Quorum for Voting Groups.....	4
Section 2.08	Vote Required for Action.....	4
Section 2.09	Voting for Directors.....	4
Section 2.10	Voting of Shares.....	4
Section 2.11	Proxies.....	5
Section 2.12	Chairman of the Board.....	5
Section 2.13	Inspectors.....	5
Section 2.14	Adjournments.....	6
Section 2.15	Action by Shareholders Without a Meeting.....	6
Article III.	THE BOARD OF DIRECTORS.....	6
Section 3.01	General Powers.....	6
Section 3.02	Number, Election and Term of Office.....	6
Section 3.03	Removal.....	7
Section 3.04	Vacancies.....	8
Section 3.05	Compensation.....	8
Section 3.06	Committees.....	8
Article IV.	MEETINGS OF THE BOARD OF DIRECTORS.....	8
Section 4.01	Regular Meetings.....	8
Section 4.02	Special Meetings.....	9
Section 4.03	Place of Meetings.....	9
Section 4.04	Notice of Meetings.....	9
Section 4.05	Notice of Certain Directors Meetings.....	9
Section 4.06	Quorum.....	
9		
Section 4.07	Vote Required for Action.....	10
Section 4.08	Participation by Conference Telephone.....	10
Section 4.09	Adjournments.....	10
Section 4.10	Action by Directors Without a Meeting.....	11
Article V.	MANNER OF NOTICE TO AND WAIVER OF NOTICE.....	11

Section 5.01	Manner of Notice.....	11
Section 5.02	Waiver of Notice.....	12
Article VI. OFFICERS.....		13
Section 6.01	Duties.....	13
Section 6.02	Appointment and Term.....	13
Section 6.03	Compensation.....	13
Section 6.04	Chairman of the Board.....	13
Section 6.06	President.....	14
Section 6.09	Secretary.....	14
Section 6.10	Bonds.....	15
Article VII. SHARES.....		15
Section 7.01	Authorization and Issuance of Shares.....	15
Section 7.02	Share Certificates.....	15
Section 7.03	Registered Owner.....	15
Section 7.04	Transfers of Shares.....	16
Section 7.05	Duty of Corporation to Register Transfer.....	16
Section 7.06	Lost, Stolen, or Destroyed Certificates.....	16
Section 7.07	Record Date with Regard to Shareholder Action.....	17
Article VIII. DISTRIBUTIONS.....		17
Section 8.01	Authorization or Declaration.....	17
Section 8.02	Record Date With Regard to Distributions.....	17
Article IX. INDEMNIFICATION.....		17
Section 9.01	Definitions.....	17
Section 9.02	Basic Indemnification Arrangement.....	18
Section 9.03	Advances for Expenses.....	19
Section 9.04	Court-Ordered Indemnification and Advances for Expenses.....	20
Section 9.05	Determination of Reasonableness of Expenses.....	20
Section 9.06	Indemnification of Employees and Agents.....	21
Section 9.07	Liability Insurance.....	21
Section 9.08	Witness Fees.....	21
Section 9.09	Report to Shareholders.....	22
Section 9.10	Security for Indemnification Obligations.....	22
Section 9.11	No Duplication of Payments.....	22
Section 9.12	Subrogation.....	22
Section 9.13	Contract Rights.....	22
Section 9.14	Specific Performance.....	22
Section 9.15	Non-exclusivity, Etc.....	23
Section 9.16	Amendments.....	23
Section 9.17	Severability.....	23
Article X. MISCELLANEOUS.....		23
Section 10.01	Inspection of Records.....	23
Section 10.02	Fiscal Year.....	24
Section 10.03	Corporate Seal.....	24

-ii-

Section 10.04	Financial Statements.....	24
Section 10.05	Conflict with Articles of Incorporation.....	24
Article XI. AMENDMENTS.....		24
Section 11.01	Power to Amend Bylaws.....	24
Article XII. CERTAIN PROVISIONS OF GEORGIA LAW.....		25
Section 12.01	Business Combinations.....	25

-iii-

## Article I. OFFICES AND AGENT

### Section 1.01 Registered Office and Agent

The corporation shall continuously maintain in the state of Georgia a registered office that may be the same as any of the corporation's places of business. In addition, the corporation shall continuously maintain a registered



agent whose business office is identical with the registered office. The registered agent may be an individual who resides in the state of Georgia, a domestic corporation or nonprofit domestic corporation, or a foreign corporation or nonprofit foreign corporation authorized to transact business in the state of Georgia.

#### Section 1.02 Other Offices

In addition to having a registered office, the corporation may have other offices, located in or out of the state of Georgia, as the corporation's board of directors ("Board of Directors") may designate from time to time.

### Article II. MEETINGS OF SHAREHOLDERS

#### Section 2.01 Annual Meetings

The corporation shall hold a meeting of shareholders annually at a time designated by the Board of Directors for the purpose of electing directors and transacting any other business that may properly come before the shareholders. If the corporation does not hold an annual meeting as provided in this Section, any business, including the election of directors, that might properly have been acted upon at an annual meeting may be acted upon by the shareholders at a special meeting held in accordance with these bylaws or in accordance with a court order.

#### Section 2.02 Special Meetings

Special meetings of shareholders may be called at any time by (i) the Board of Directors, (ii) the Chairman of the Board of Directors, (iii) the President of the corporation or (iv) the holders of two-thirds (2/3) of the votes entitled to be cast on any issue proposed to be considered at such special meeting following delivery by such holders to the Secretary of the corporation of a signed and dated written request setting forth the purposes of such meeting.

#### Section 2.03 Place of Meetings

The corporation may hold shareholders' meetings, both annual and special, at any place in or out of the state of Georgia except that the corporation shall hold any meeting at the place set forth in the notice of the meeting or, if the meeting is held in accordance with a waiver of notice of the meeting, at the place set forth in the waiver of notice. If no place

is specified in the notice or the waiver of notice, the corporation shall hold the meeting at the corporation's principal office.

#### Section 2.04 Notice of Meetings

The corporation shall notify shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless the Georgia Business Corporation Code, as amended (the "Code"), or the Articles of Incorporation require otherwise, the corporation shall notify only those shareholders entitled to vote at the meeting who have not waived, in accordance with Section 5.02, the right to receive notice. In the case of an annual meeting, the notice need not state the purposes of the meeting unless the Articles of Incorporation or the Code provide otherwise. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called. If not otherwise fixed under Code Section 14-2-703 or 14-2-707, the record date for determining shareholders entitled to notice of and entitled to vote at an annual or special shareholders' meeting is the close of business on the day before the first notice is delivered to shareholders.

#### Section 2.05 Shareholder Nominations and Proposals

(a) No proposal for a shareholder vote shall be submitted by a shareholder (a "Shareholder Proposal") to the corporation's shareholders unless the shareholder submitting such proposal (the "Proponent") shall have filed a written notice setting forth with particularity (i) the names and business addresses of the Proponent and all natural persons, corporations, partnerships, trusts or any other type of legal entity or recognized ownership vehicle (collectively, "Persons") acting in concert with the Proponent; (ii) the name and address of the Proponent and the Persons identified in clause (i), as they appear on the corporation's books (if they so appear); (iii) the class and

number of shares of the corporation beneficially owned by the Proponent and the Persons identified in clause (i); (iv) a description of the Shareholder Proposal containing all material information relating thereto; and (v) such other information as the Board of Directors reasonably determines is necessary or appropriate to enable the Board of Directors and shareholders of the corporation to consider the Shareholder Proposal. The presiding officer at any shareholders' meeting may determine that any Shareholder Proposal was not made in accordance with the procedures prescribed in these bylaws or is otherwise not in accordance with law, and if it is so determined, such officer shall so declare at the meeting and the Shareholder Proposal shall be disregarded.

(b) Only persons who are selected and recommended by the Board of Directors or the committee of the Board of Directors designated to make nominations, or who are nominated by shareholders in accordance with the procedures set forth in this Section 2.05, shall be eligible for election, or qualified to serve, as directors. Nominations of individuals for election to the Board of Directors of the corporation at any annual meeting or any special meeting of shareholders at which directors are to be

-2-

elected may be made by any shareholder of the corporation entitled to vote for the election of directors at that meeting by compliance with the procedures set forth in this Section 2.05. Nominations by shareholders shall be made by written notice (a "Nomination Notice"), which shall set forth (i) as to each individual nominated, (A) the name, date of birth, business address and residence address of such individual; (B) the business experience during the past five years of such nominee, including his or her principal occupations and employment during such period, the name and principal business of any corporation or other organization in which such occupations and employment were carried on, and such other information as to the nature of his or her responsibilities and level of professional competence as may be sufficient to permit assessment of his or her prior business experience; (C) whether the nominee is or has ever been at any time a director, officer or owner of 5% or more of any class of capital stock, partnership interests or other equity interest of any corporation, partnership or other entity; (D) any directorships held by such nominee in any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940, as amended; and (E) whether such nominee has ever been convicted in a criminal proceeding or has ever been subject to a judgment, order, finding or decree of any federal, state or other governmental entity, concerning any violation of federal, state or other law, or any proceeding in bankruptcy, which conviction, order, finding, decree or proceeding may be material to an evaluation of the ability or integrity of the nominee; and (ii) as to the Person submitting the Nomination Notice and any Person acting in concert with such Person, (X) the name and business address of such Person, (Y) the name and address of such Person as they appear on the corporation's books (if they so appear), and (Z) the class and number of shares of the corporation that are beneficially owned by such Person. A written consent to being named in a proxy statement as a nominee, and to serve as a director if elected, signed by the nominee, shall be filed with any Nomination Notice. If the presiding officer at any shareholders' meeting determines that a nomination was not made in accordance with the procedures prescribed by these bylaws, he shall so declare to the meeting and the defective nomination shall be disregarded.

(c) Nomination Notices and Shareholder Proposals shall be delivered to the Secretary of the corporation at the principal executive office of the corporation (i) within 120 days prior to an annual meeting of shareholders or (ii) within 10 days after the date that notice of a special meeting is sent to shareholders.

#### Section 2.06 Voting Group

The term "voting group" means all shares of one or more classes or series that under the Code or the Articles of Incorporation are entitled to vote and be counted together collectively on a matter at a meeting of shareholders. All shares entitled by the Code or the Articles of Incorporation to vote generally on the matter are for that purpose a single voting group.

-3-

#### Section 2.07 Quorum for Voting Groups

Shares entitled to vote as a separate voting group may take action on a matter at a meeting of shareholders only if a quorum of those shares exists with respect to that matter. Unless the Code or the Articles of Incorporation provide otherwise, a majority of the votes (as represented by person or by proxy) entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting as provided in Section 7.7.

#### Section 2.08 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Code, the Articles of Incorporation, or the bylaws require a greater number of affirmative votes. If the Code or the Articles of Incorporation provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group as provided in this Section and in Sections 2.06 and 2.07. If the Code or the Articles of Incorporation provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately as provided in this section and in Sections 2.06 and 2.07. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter.

#### Section 2.09 Voting for Directors

Unless otherwise provided in the Articles of Incorporation or the Code, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Shareholders do not have a right to cumulate their votes for directors unless the Articles of Incorporation so provide.

#### Section 2.10 Voting of Shares

Unless the Code or the Articles of Incorporation provide otherwise, each outstanding share having voting rights is entitled to one vote on each matter voted on at a meeting of shareholders. Shareholders voting their shares shall vote their shares by voice vote or by show of hands unless (i) a qualified voting shareholder, prior to any voting on a matter, demands a vote by ballot or (ii) the presiding officer determines in his or her sole discretion to vote by ballot. If a demand occurs or the presiding officer determines to do so, shareholders shall vote by ballot. Each ballot shall state the name of the

-4-

shareholder voting and the number of shares voted by the shareholder. If a ballot is cast by proxy, the ballot must also state the name of the proxy.

#### Section 2.11 Proxies

(a) A shareholder may vote his or her shares in person or by proxy. For a shareholder to vote shares by proxy, a shareholder or his or her agent or attorney in fact shall appoint a proxy by executing a writing that authorizes another person or persons to vote or otherwise act for the shareholder by signing and dating an appointment form. An appointment of proxy is effective when the corporate agent authorized to tabulate votes receives an original or facsimile transmission of a signed appointment form. The appointment of proxy is valid for only one meeting and any adjournments, and the appointment form must specify that meeting. In any event, the appointment is not valid for longer than eleven (11) months unless the appointment form expressly provides for a longer period. The corporate secretary shall file any appointment of proxy with the records of the meeting to which the appointment relates.

(b) An appointment of proxy is revocable or irrevocable as provided in the Code.

(c) If any person questions the validity of an appointment of proxy, that person shall submit the appointment form for examination to the secretary of the shareholders' meeting or to a proxy officer or committee appointed by the

person presiding at the meeting. The secretary, proxy officer, or committee, as the case may be, will determine the appointment form's validity. The secretary's reference in the meeting's minutes to the regularity of the appointment of proxy will be prima facie evidence of the facts stated in the minutes for establishing a quorum at the meeting and for all other purposes.

#### Section 2.12 Chairman of the Board

The Chairman of the Board shall preside over every shareholders' meeting unless the shareholders elect another person to preside at a meeting. The Chairman of the Board may appoint any persons he or she deems necessary to assist with the meeting.

#### Section 2.13 Inspectors

The corporation shall appoint one or more inspectors to act at a shareholders' meeting and to make a written report of the inspectors' determinations. Each inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector's ability. The inspector shall: ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting; determine the validity of proxies and ballots; count all votes; and determine the result. An inspector may be an officer or employee of the corporation.

-5-

#### Section 2.14 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of shareholders (including an adjourned meeting) may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned. If notice of the adjourned meeting was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

#### Section 2.15 Action by Shareholders Without a Meeting

Action required or permitted by the Code to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action must be evidenced by one or more written consents bearing the date of signature and describing the action taken, signed by all shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

### Article III. THE BOARD OF DIRECTORS

#### Section 3.01 General Powers

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors, subject to any limitation set forth in the Articles of Incorporation, bylaws approved by the shareholders, or agreements among the shareholders that are otherwise lawful. No limitation upon the authority of a director, whether contained in the Articles of Incorporation, bylaws, or an agreement among shareholders, shall be effective against persons, other than shareholders and directors, who do not have actual knowledge of the limitation.

#### Section 3.02 Number, Election and Term of Office

The number of directors of the corporation shall be no less than two(2) and no greater than seven (7) and may be adjusted by resolution of the shareholders or of the Board of Directors from time to time. Any resolution of the Board of Directors

increasing or decreasing the number of directors of the corporation shall require the affirmative vote of at least two-thirds (2/3) of the entire Board of Directors. The directors shall be divided into three classes, Class I, Class II and Class III, each consisting, as nearly equal in number as possible, of one third of the total number of directors constituting the entire Board of Directors. At the annual shareholders meeting in 2001, the terms of the initial Class I directors shall expire and a new Class I shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successors; at the annual shareholders meeting in 2002, the terms of the initial Class II directors shall expire and a new Class II shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successor; and at the annual shareholders meeting in 2003, the terms of the initial Class III directors shall expire and a new Class III shall be elected for a term expiring at the third annual meeting of shareholders following their election and upon the election and qualification of their respective successor. At each succeeding annual meeting of shareholders, successors to the class of directors whose term expires at the annual meeting of shareholders shall be elected for a three year term. Except as provided in Section 3.04, a director shall be elected by the affirmative vote of the holders of a plurality of the shares represented at the meeting of shareholders at which the director stands for election and entitled to elect such director.

The number of directors may be increased or decreased from time to time as provided herein or by amendment to these bylaws and the Articles of Incorporation of the corporation; provided, however, that any amendment to the bylaws by the Board of Directors which increases or decreases the number of directors of the corporation must be approved by the affirmative vote of at least two-thirds (2/3) of the entire Board of Directors; provided further, that the total number of directors at any time shall not be less than two (2)

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provided further, that no decrease in the number of directors shall have the effect of shortening the term of an incumbent director. In the event of any increase or decrease in the authorized number of directors, each director then serving shall continue as a director of the class of which he is a member until the expiration of his current term, or his earlier resignation, retirement, disqualification, removal from office or death, and the newly created or eliminated directorships resulting from such increase or decrease shall be apportioned by the Board of Directors among the three classes of directors so as to maintain such classes as nearly equal as possible; provided, however, that any such additional directors elected by the Board shall serve only for a term expiring at the next meeting of the shareholders called for the purpose of electing directors. Each director shall serve until his successor is elected and qualified or until his earlier resignation, retirement, disqualification, removal from office, or death.

#### Section 3.03 Removal

The shareholders may remove one or more directors only for cause and only by the affirmative vote of the holders of at least two-thirds (2/3) of all votes entitled to be cast in the election of such directors. If the director was elected by a voting group of

shareholders, only the shareholders of that voting group may participate in the vote to remove the director. The shareholders may remove a director only at a special meeting called for the purpose of removing the director, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director. For purposes of this Section, "cause" shall mean only (i) conviction of a felony, (ii) declaration of unsound mind by an order of a court, (iii) gross dereliction of duty, (iv) commission of an action involving moral turpitude or (v) commission of an action which constitutes intentional misconduct or a knowing violation of law if such action results in an improper substantial personal benefit and a material injury to the corporation.

#### Section 3.04 Vacancies

If a vacancy occurs on the Board of Directors, the vacancy may be filled by a majority of the directors then in office, even if fewer than a quorum, or by a

sole remaining director. Each director chosen in accordance with this Section shall hold office until the next election of the class for which such director shall have been chosen, and until such director's successor is elected and qualified, or until the director's earlier death. Even if the directors remaining in office constitute fewer than a quorum of the Board of Directors, the directors may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy.

#### Section 3.05 Compensation

Unless the Articles of Incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, that directors may receive for their services as directors. A director may also serve the corporation in a capacity other than that of director and receive compensation determined by the Board of Directors for services rendered in such other capacity.

#### Section 3.06 Committees

The Board of Directors by resolution may create one or more committees and appoint members of the Board of Directors to serve on such committees at the discretion of the Board of Directors. Except as limited by the Code, each committee will have the authority set forth in the resolution establishing such committee.

### Article IV. MEETINGS OF THE BOARD OF DIRECTORS

#### Section 4.01 Regular Meetings

-8-

The Board of Directors shall hold a regular meeting immediately after an annual shareholders' meeting or a special shareholders' meeting held in lieu of an annual meeting. In addition, the Board of Directors may schedule and hold other meetings at regular intervals throughout the year.

#### Section 4.02 Special Meetings

The Board of Directors shall hold a special meeting upon the call of the Chairman of the Board, the President or any two directors.

#### Section 4.03 Place of Meetings

The Board of Directors may hold meetings, both regular and special, at any place in or out of the state of Georgia. Regular meetings shall be held at the place established from time to time for regular meetings. Special meetings shall be held at the place set forth in the notice of the meeting or, if the special meeting is held in accordance with a waiver of notice of the meeting, at the place set forth in the waiver of notice.

#### Section 4.04 Notice of Meetings

Unless Section 4.05 or the Articles of Incorporation provide otherwise, the corporation is not required to give notice of the date, time, place, or purpose of a regular meeting of the Board of Directors. Unless Section 4.05 or the Articles of Incorporation provide otherwise, the corporation shall give each member of the Board of Directors at least one (1) day's prior notice of the date, time, and place of a special meeting of the Board of Directors. Notices of special meetings shall comply with Section 5.01 and may be waived in accordance with Section 5.02.

#### Section 4.05 Notice of Certain Directors Meetings

Notwithstanding Section 4.04, the corporation shall give each member of the Board of Directors at least five (5) days prior written notice of any regular or special meeting at which any business combination transaction involving the corporation or any of its subsidiaries, including, without limitation, any merger, consolidation or sale of substantially all of its assets, is to be considered by the Board of Directors, which notice shall also state that such a transaction is to be considered and specify in reasonable detail the material

terms of such transaction.

#### Section 4.06 Quorum

Unless the Code, the Articles of Incorporation, or these bylaws require a greater number, a quorum of the Board of Directors consists of a majority of the total number of directors that has been initially fixed in the Articles of Incorporation or that has been later prescribed by resolution of the shareholders or of the Board of Directors in accordance with Section 3.02.

-9-

#### Section 4.07 Vote Required for Action

(a) If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the Articles of Incorporation, or these bylaws require the vote of a greater number of directors.

(b) A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

(i) he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting;

(ii) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

(iii) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right to dissent or abstain is not available to a director who votes in favor of the action taken.

#### Section 4.08 Participation by Conference Telephone

Any or all directors may participate in a meeting of the Board of Directors or of a committee of the Board of Directors through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

#### Section 4.09 Adjournments

A majority of the directors present at a meeting may adjourn the meeting from time to time. This right to adjourn exists whether or not a quorum is present at the meeting and applies to regular as well as special meetings, including any meetings that are adjourned and reconvened. If a meeting of the Board of Directors is adjourned to a different date, time, or place, the corporation is not required to give notice of the new date, time, or place or of the business to be transacted, if the new date, time, or place is announced at the meeting before adjournment. At the meeting reconvened after adjournment, the Board of Directors may transact any business that could have been transacted at the meeting that was adjourned.

-10-

#### Section 4.10 Action by Directors Without a Meeting

Any action required or permitted by the Code to be taken at any meeting of the Board of Directors (or a committee of the Board of Directors) may be taken without a meeting if the action is taken by all of the members of the Board of Directors (or the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each of the directors (or each of the directors serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

#### Section 5.01 Manner of Notice

(a) Whenever these bylaws require notice to be given to any shareholder or director, the notice must comply with this Section 5.01 in addition to any other section of these bylaws concerning notice and any provision in the Articles of Incorporation.

(b) Notice to shareholders shall be in writing. Notice to a director may be written or oral.

(c) Except as specified in Section 4.05, notice may be communicated in person; by telephone, telegraph, teletype, facsimile, or other form of wire or wireless communication; or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Unless otherwise provided in the Code, the Articles of Incorporation, or these bylaws, notice by facsimile transmission, telegraph, or teletype shall be deemed to be notice in writing.

(d) Written notice to shareholders, if the notice is in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

(e) Except as provided in subsection 5.01(d), written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received, or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

-11-

(ii) five (5) days after its deposit in the mail, as evidenced by the postmark, or such longer period as provided in the Articles of Incorporation or these bylaws, if mailed with first-class postage prepaid and correctly addressed; or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

(g) In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

#### Section 5.02 Waiver of Notice

(a) A shareholder may waive any notice before or after the date and time stated in the notice. Except as provided in subsection 5.02(b), the waiver must be in writing, be signed by the shareholder entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(b) A shareholder's attendance at a meeting:

(i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and

(ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

(c) A shareholder's waiver of notice is not required to specify the business transacted or the purpose of the meeting unless required by the Code or these bylaws.

(d) A director may waive any notice before or after the date and time



stated in the notice. Except as provided in paragraph (e) of this Section 5.02, the waiver must be in writing, signed by the director entitled to the notice, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

(e) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting

-12-

business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

#### Article VI. OFFICERS

##### Section 6.01 Duties

The officers of the corporation may include a Chairman of the Board, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, President and Secretary and any other officers as may be appointed by the Board of Directors, as it determines, in its sole discretion, to be necessary or desirable. The officers will have the authority and will perform the duties as set forth in these bylaws. The other officers that are appointed will have the authority and will perform the duties as established by the Board of Directors from time to time.

##### Section 6.02 Appointment and Term

The Board of Directors appoints the individuals who will serve as officers of the corporation. An individual may simultaneously hold more than one office. Any officer appointed in accordance with this Article VI may appoint one or more officers or assistant officers. All officers serve at the pleasure of the Board of Directors. The Board of Directors may remove with or without cause any officer.

##### Section 6.03 Compensation

The Board of Directors or a committee thereof will fix the compensation, if any, of all corporate officers.

##### Section 6.04 Chairman of the Board

The Chairman of the Board shall preside at all meetings of shareholders and the Board of Directors. The Chairman of the Board shall have such other powers and duties as may be delegated to him or her from time to time by the Board of Directors.

##### Section 6.05 Chief Executive Officer

The Chief Executive Officer shall be primarily responsible for the general management of the business affairs of the Corporation and for implementing policies and directives of the board of directors. The Chief Executive Officer shall also preside at all meetings of shareholders and the Board of Directors during the absence or disability of the Chairman of the Board. Unless the Articles of Incorporation, these bylaws, or a resolution of the Board of Directors provides otherwise, the Chief Executive Officer may execute and deliver on behalf of the corporation any contract, conveyance, or similar document not requiring approval by the Board of Directors or shareholders as provided in

-13-

the Code. The Chief Executive Officer shall have any other authority and will perform any other duties that the Board of Directors may delegate to him or her from time to time.

##### Section 6.06 President

In the absence of the Chairman of the Board and the Chief Executive Officer, or if there is none, the President shall preside at meetings of the shareholders and Board of Directors. The president shall assume and perform the

duties of the Chairman of the Board in the absence or disability of the Chairman of the Board and the Chief Executive Officer or whenever the offices of the Chairman of the Board and the Chief Executive Officer are vacant. The President will have any other authority and will perform any other duties that the Board of Directors may delegate to him or her from time to time.

#### Section 6.07 Chief Operating Officer

The Chief Operating Officer shall have responsibility for the day-to-day operations of the corporation and the development of the corporation's products and services. The Chief Operating Officer, in the absence or disability or at the direction of the President, shall perform all duties and exercise all powers of the President of the corporation. The Chief Financial Officer will have any other authority and will perform any other duties that the Board of Directors may delegate to him or her from time to time

#### Section 6.08 Chief Financial Officer

The Chief Financial Officer shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors, Chief Executive Officer or the President. The Chief Financial Officer will have responsibility for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Chief Financial Officer will cause to be maintained true accounts of all receipts and disbursements and will make reports of these to the Board of Directors, upon its request, and to the President, upon his or her request. The Chief Financial Officer will have any other authority and will perform any other duties that the Board of Directors may delegate to him or her from time to time.

#### Section 6.09 Secretary

The Secretary will have responsibility for preparing minutes of the acts and proceedings of all meetings of the shareholders, of the Board of Directors, and of any committees of the Board of Directors. The Secretary will have authority to give all notices required by the Code, other applicable law, or these bylaws. The Secretary will have responsibility for the custody of the corporate books, records, contracts, and other corporate documents. The Secretary will have authority to affix the corporate seal to any lawfully executed document and will sign any instruments that require his or her signature. The Secretary will authenticate records of the corporation. The Secretary will

-14-

have any other authority and will perform any other duties that the Board of Directors may delegate to him or her from time to time. In the case of absence or disability of the Secretary, or at the direction of the President, any assistant secretary has the authority and may perform the duties of the Secretary.

#### Section 6.10 Bonds

The Board of Directors by resolution may require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions that from time to time may be required by the Board of Directors.

### Article VII. SHARES

#### Section 7.01 Authorization and Issuance of Shares

The Board of Directors may authorize shares of any class or series provided for in the Articles of Incorporation to be issued for consideration deemed valid under the provisions of the Code. In addition, before the corporation issues the shares authorized by the Board of Directors, the Board of Directors must determine that the consideration received or to be received for shares to be issued is adequate. To the extent provided in the Articles of Incorporation, the Board of Directors will determine the preferences, limitations, and relative rights of such shares before their issuance.

#### Section 7.02 Share Certificates

The interest of each shareholder may be represented by a certificate or certificates representing shares of the corporation which shall be in such form as Board of Directors may from time to time adopt. Share certificates, if any, shall be numbered consecutively, shall be in registered form shall indicate the date of issuance, the name of the corporation and that it is organized under the laws of the State of Georgia, the name of the shareholder, and the number and class of shares and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the Chairman of the Board, the Chief Executive Officer, the President, a Vice President, the Secretary or the Treasurer. The corporate seal need not be affixed.

#### Section 7.03 Registered Owner

The corporation may treat the registered owner of any share of stock of the corporation as the person exclusively entitled to vote that share and to receive any dividend or other distribution with respect to that share and as the exclusive owner of that

-15-

share for all other purposes. Accordingly, the corporation is not required to recognize any other person's equitable, or other, claim to or interest in that share, whether or not the corporation has express or other notice of the claim or interest, except as provided otherwise by law.

#### Section 7.04 Transfers of Shares

The Board of Directors will designate a transfer agent to transfer shares on the transfer books of the corporation when the agent is properly directed to do so. The transfer agent will keep these books at his or her office. Only the person named on a certificate, or his or her attorney-in-fact lawfully constituted by a writing, may direct the transfer agent to transfer the share represented by that certificate. Before the corporation issues a new certificate to the new owner of the share, the old certificate must be surrendered to the corporation for cancellation. In the case of a certificate claimed to have been lost, stolen, or destroyed, the person making the claim must comply with Section 7.06.

#### Section 7.05 Duty of Corporation to Register Transfer

Notwithstanding any provision in Section 7.04, the corporation is not under a duty to register the transfer of a share unless:

(a) the certificate representing that share is endorsed by the appropriate person or persons;

(b) reasonable assurance is given that the endorsement or affidavit (in the case of a lost, stolen, or destroyed certificate) is genuine and effective;

(c) the corporation either has no duty to inquire into adverse claims or has discharged that duty;

(d) the requirements of any applicable law relating to the collection of taxes for the proposed transfer have been met; and

(e) the transfer is in fact rightful or is to a bona fide purchaser.

#### Section 7.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate has been lost, stolen, or destroyed must make an affidavit or affirmation of that fact in the manner prescribed by the Board of Directors. In addition, if the Board of Directors requires, the person must give the corporation a bond of indemnity in a form and amount, and with one or more sureties, satisfactory to the Board of Directors. Once the person has satisfactorily completed these steps, the corporation will issue an appropriate new certificate to replace the certificate alleged to have been lost, stolen, or destroyed.

-16-

#### Section 7.07 Record Date with Regard to Shareholder Action

The Board of Directors may fix a future date as the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action (except an action provided for in Section 8.02). Any future date fixed as a record date may not be more than seventy (70) days before the date on which the meeting is to be held or the action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If the Board of Directors does not fix a future date as a record date, the corporation will determine the record date in accordance with the Code.

#### Article VIII. DISTRIBUTIONS

##### Section 8.01 Authorization or Declaration

Subject to any restriction in the Articles of Incorporation, the Board of Directors from time to time in its discretion may authorize or declare and the corporation may make distributions to the shareholders in accordance with the Code.

##### Section 8.02 Record Date With Regard to Distributions

The Board of Directors may fix a future date as the record date in order to determine shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares). If the Board of Directors does not fix a future date as the record date, the corporation will determine the record date in accordance with the Code.

#### Article IX. INDEMNIFICATION

##### Section 9.01 Definitions

As used in this Article, the term:

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

(b) "director" or "officer" means an individual who is or was a director or board-elected officer, respectively, of the corporation or who, while a director or

-17-

officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, the director or officer to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

(c) "disinterested director" or "disinterested officer" means a director or officer, respectively who at the time of an evaluation referred to in subsection 9.05(b) is not:

(i) A party to the proceeding; or

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

(d) "expenses" includes counsel fees.

(e) "liability" means the obligation to pay a judgment, settlement,

penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(f) "party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

(h) "reviewing party" shall mean the person or persons making the determination as to reasonableness of expenses pursuant to Section 9.05 of this Article, and shall not include a court making any determination under this Article or otherwise.

#### Section 9.02 Basic Indemnification Arrangement

(a) The corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding; provided, however that the corporation shall not indemnify a director or officer under this Article for any liability incurred in a proceeding in which the director or

-18-

officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) For any appropriation, in violation of his or her duties, of any business opportunity of the corporation;

(ii) For acts or omissions which involve intentional misconduct or a knowing violation of law;

(iii) For the types of liability set forth in Section 14-2-832 of the Code; or

(iv) For any transaction from which he or she received an improper personal benefit.

(b) If any person is entitled under any provision of this Article to indemnification by the corporation for some portion of liability incurred by him or her, but not the total amount thereof, the corporation shall indemnify such person for the portion of such liability to which he or she is entitled.

#### Section 9.03 Advances for Expenses

(a) The corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in subsection 9.02(a) above; and

(ii) His or her written undertaking (meeting the qualifications set forth below in subsection 9.03(b)) to repay any funds advanced if it is ultimately determined that he or she is not entitled to indemnification under this Article or the Code.

(b) The undertaking required by subsection 9.03(a)(2) above must be an unlimited general obligation of the proposed indemnitee but need not be secured and shall be accepted without reference to the financial ability of the proposed indemnitee to make repayment. If a director or officer seeks to enforce his or her rights to indemnification in a court pursuant to Section 9.04 below, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that he or she is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

-19-

#### Section 9.04 Court-Ordered Indemnification and Advances for Expenses

(a) A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. For purposes of this Article, the corporation hereby consents to personal jurisdiction and venue in any court in which is pending a proceeding to which a director or officer is a party. Regardless of any determination by the Reviewing Party as to the reasonableness of expenses, and regardless of any failure by the Reviewing Party to make a determination as to the reasonableness of expenses, such court's review shall be a de novo review. After receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification or advance for expenses; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer failed to comply with the requirements for advance of expenses, or was adjudged liable in a proceeding referred to in subsection 9.02(a)(4) above.

(b) If the court determines that the director or officer is entitled to indemnification or advance for expenses, the corporation shall pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

#### Section 9.05 Determination of Reasonableness of Expenses

(a) The corporation acknowledges that indemnification of a director or officer under Section 9.02 has been pre-authorized by the corporation as permitted by Section 14-2-859(a) of the Code, and that pursuant authority exercised under Section 14-2-856 of the Code, no determination need be made for a specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met a particular standard of conduct. Nevertheless, except as set forth in subsection 9.05(b) below, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made as follows:

(i) If there are two or more disinterested directors, by the board of directors of the corporation by a majority vote of all disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; or

-20-

(ii) If there are fewer than two disinterested directors, by the board of directors (in which determination directors who do not qualify as disinterested directors may participate); or

(iii) By the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

(b) Notwithstanding the requirement under subsection 9.05(a) that the Reviewing Party evaluate the reasonableness of expenses claimed by the proposed indemnitee, any expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by subsection 9.05(a) within sixty (60) days following the proposed indemnitee's written request for indemnification or advance for expenses.

#### Section 9.06 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under this Article to an employee or agent of the corporation who is not a director or officer to the same extent and subject to the same conditions that a Georgia corporation could, without shareholder approval under Section 14-2-856 of the Code, indemnify and advance expenses to a director, or to any lesser extent (or greater extent if permitted by law) determined by the board of directors, in each case consistent with public policy.

#### Section 9.07 Liability Insurance

The corporation may purchase and maintain insurance on behalf of an individual who is a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article or the Code.

#### Section 9.08 Witness Fees

Nothing in this Article shall limit the corporation's power to pay or reimburse expenses incurred by a person in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

-21-

#### Section 9.09 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

#### Section 9.10 Security for Indemnification Obligations

The corporation may at any time and in any manner, at the discretion of the board of directors, secure the corporation's obligations to indemnify or advance expenses to a person pursuant to this Article.

#### Section 9.11 No Duplication of Payments

The corporation shall not be liable under this Article to make any payment to a person hereunder to the extent such person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder.

#### Section 9.12 Subrogation

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

#### Section 9.13 Contract Rights.

The right to indemnification and advancement of expenses conferred hereunder to directors and officers shall be a contract right and shall not be affected adversely to any director or officer by any amendment of these bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these bylaws.

#### Section 9.14 Specific Performance

In any proceeding brought by or on behalf of an officer or director to specifically enforce the provisions of this Article, the corporation hereby waives the claim or defense therein that the plaintiff or claimant has an adequate remedy at law, and the corporation shall not urge in any such proceeding the claim or defense that such remedy at law exists. The provisions of this Section 9.15, however, shall not prevent the officer or director

-22-

from seeking a remedy at law in connection with any breach of the provisions of

this Article.

#### Section 9.15 Non-exclusivity, Etc.

The rights of a director or officer hereunder shall be in addition to any other rights with respect to indemnification, advancement of expenses or otherwise that he or she may have under contract or the Georgia Business Corporation Code or otherwise.

#### Section 9.16 Amendments

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

#### Section 9.17 Severability

To the extent that the provisions of this Article are held to be inconsistent with the provisions of Part 5 of Article 8 of the Georgia Business Corporation Code, such provisions of such Code shall govern. In the event that any of the provisions of this Article (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Article shall remain enforceable to the fullest extent permitted by law.

### Article X. MISCELLANEOUS

#### Section 10.01 Inspection of Records

The Board of Directors may determine what corporate records, other than those specifically required by the Code to be made open to inspection, will be made open to the right of inspection by the shareholders. In addition, the Board of Directors may fix reasonable rules not in conflict with the Code regarding the inspection of corporate records that are required by the Code or are permitted by determination of the Board of

-23-

Directors to be made open to inspection. The right of inspection granted in Section 14-2-1602(c) of the Code is not available to any shareholder owning two percent (2%) or less of the shares outstanding, unless the Board of Directors in its discretion grants prior approval for the inspection to the shareholder.

#### Section 10.02 Fiscal Year

The Board of Directors may determine the fiscal year of the corporation and may change the fiscal year from time to time as the Board of Directors deems appropriate.

#### Section 10.03 Corporate Seal

If the Board of Directors determines that the corporation should have a corporate seal for the corporation, the corporate seal will be in the form the Board of Directors from time to time determines.

#### Section 10.04 Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

#### Section 10.05 Conflict with Articles of Incorporation



In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the provision in the Articles of Incorporation will govern.

Article XI. AMENDMENTS

Section 11.01 Power to Amend Bylaws.

Except as otherwise explicitly provided in this Section 11.01, the Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by (a) the affirmative vote of the holders of two-thirds (2/3) of the shares of stock then outstanding and entitled to vote in the election of directors, or (b) the Board of Directors of the Corporation, but any Bylaw adopted by the Board of Directors may be altered, amended, or replaced, or new Bylaws may be adopted, by the affirmative vote of the holders of two-thirds (2/3) of the shares of stock entitled to vote in the election of directors. The shareholders may prescribe, by so expressing in the action they take in amending or adopting any Bylaw or Bylaws, that the Bylaw or Bylaws so amended or adopted by them shall not be altered, amended or repealed by the Board of Directors. Notwithstanding the foregoing, Section 4.05 may not be modified, amended or repealed except by the affirmative vote of the holders of a majority of the shares of stock then outstanding and entitled to vote in the election of directors.

-24-

Article XII. CERTAIN PROVISIONS OF GEORGIA LAW

Section 12.01 Business Combinations.

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

-25-

TAX SHARING AND INDEMNIFICATION AGREEMENT

BY

NATIONAL DATA CORPORATION

AND

GLOBAL PAYMENTS INC.

TABLE OF CONTENTS

			PAGE
ARTICLE	I	Definition of Terms	2
ARTICLE	II	Allocation of Income Tax Liabilities	6
ARTICLE	III	Preparation and Filing of Tax Returns	8
ARTICLE	IV	Refunds, Carrybacks, and Tax Benefits	10
ARTICLE	V	Tax Payments and Intercompany Billings	13
ARTICLE	VI	Assistance and Cooperation	16
ARTICLE	VII	Tax Records	17
ARTICLE	VIII	Tax Contests	17
ARTICLE	IX	No Inconsistent Actions	18
ARTICLE	X	Survival of Obligations	19
ARTICLE	XI	Employee Matters	19
ARTICLE	XII	Treatment of Payments; Tax Gross Up	19
ARTICLE	XIII	Disagreements	20
ARTICLE	XIV	Late Payments	20
ARTICLE	XV	Expenses	20
ARTICLE	XVI	General Provisions	21

-i-

TAX SHARING AND INDEMNIFICATION AGREEMENT

This Agreement is entered into as of January 31, 2001 by National Data Corporation, a Delaware corporation ("NDC"), and Global Payments Inc., a Georgia corporation ("Newco"). Capitalized terms used in this Agreement are defined herein. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

RECITALS

WHEREAS, NDC is the common parent of an Affiliated Group that currently files consolidated income tax returns and that is engaged in the Health Information Services Business and the eCommerce Business;

WHEREAS, the board of directors of NDC has determined that it would be in the best interests of NDC and its stockholders to separate the eCommerce Business from the Health Information Services Business;

WHEREAS, NDC has caused Newco to be incorporated under the laws of the State of Georgia to effect such separation;

WHEREAS, NDC and Newco have entered into the Distribution Agreement and the Ancillary Agreements (other than this Agreement), pursuant to which NDC has contributed and transferred to Newco, and Newco has received and assumed, (i) the stock of the NDC eCommerce Subsidiaries, (ii) an 0.85% general partnership interest in GPS Holding Limited Partnership; and (iii) the intellectual property used in the conduct of the eCommerce Business (the "Contributions");

WHEREAS, NDC and Newco intend that the Contributions in exchange for Newco Common Stock qualify as tax-free transactions under Section 368(a)(1)(D) of the Code;

WHEREAS, NDC currently owns all of the issued and outstanding Newco Common Stock;

WHEREAS, NDC contemplates that, immediately after the Contributions and pursuant to the terms of the Distribution Agreement, NDC will distribute to the holders of NDC Common Stock by means of a pro rata distribution all of the shares of Newco Common Stock owned by NDC (the "Distribution");

WHEREAS, NDC and Newco intend that the Distribution will be tax-free to NDC and its stockholders under Section 355 of the Code;

WHEREAS, as a result of the Distribution, Newco will cease to be a member of the Affiliated Group of which NDC is the common parent, effective as of the Distribution Date; and

WHEREAS, the Companies desire to provide for and agree upon the allocation of liabilities between the parties for Taxes arising prior to, as a result of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt

-1-

and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I  
Definition of Terms

For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings:

"ACCOUNTING CUTOFF DATE" means, with respect to Newco, any date as of the end of which there is a closing of its financial accounting records.

"ACCOUNTING FIRM" shall have the meaning provided in Article XIII.

"ADJUSTMENT REQUEST" means any formal or informal claim or request filed with any Taxing Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return, or if applicable, as previously adjusted, or (ii) any claim for refund or credit of Taxes previously paid.

"AFFILIATE" means any entity that directly or indirectly is "controlled" by the person or entity in question. "Control" means the possession, directly or indirectly, of the 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. Except as otherwise provided herein, the term Affiliate shall refer to Affiliates of a person as determined immediately after the Distribution.

"AFFILIATED GROUP" means an affiliated group of corporations within the meaning of Section 1504(a) of the Code (determined without regard to the exceptions contained in Section 1504(b) of the Code) for the taxable period in question.

"AGREEMENT" means this Tax Sharing and Indemnification Agreement.

"ANCILLARY AGREEMENTS" has the meaning set forth in the Distribution Agreement.

"CARRYBACK" or "CARRYFORWARD" means any net operating loss, net capital loss, excess tax credit, foreign tax credit, or other similar Tax Item that may or must be carried from one Tax Period to another Tax Period under the Code or other applicable Tax Law.

"CODE" means the United States Internal Revenue Code of 1986, as amended from time to time, or any successor law.

"COMPANY" means NDC or Newco.

"CONSOLIDATED INCOME TAX RETURN" OR "COMBINED INCOME TAX RETURN" means any Tax Return relating to Income Tax that is computed by reference to the assets and activities of members of both the NDC Group and the Newco Group.

-2-

"CONTRIBUTION DATE" means the date on which the Contributions are made by NDC to Newco.

"DCL " means a dual consolidated loss as defined in Section 1503(d) of the Code and the DCL Regulations.

"DCL Regulations" means Treasury Regulation Section 1.1503-2A, Treasury Regulation Section 1.1503-2, or any successor regulation as in effect from time to time.

"DISTRIBUTION" means the distribution to holders of NDC Common Stock of all of the outstanding shares of Newco Common Stock.

"DISTRIBUTION AGREEMENT" means the Distribution Agreement by and between NDC and Newco, dated January 31, 2001.

"DISTRIBUTION DATE" has the meaning set forth in the Distribution Agreement.

"eCOMMERCE BUSINESS" has the meaning set forth in the Distribution Agreement.

"FEDERAL INCOME TAX" means any Income Tax imposed by the United States government.

"FOREIGN INCOME TAX" means any Income Tax imposed by any foreign country or any possession of the United States or by any political subdivision of any foreign country or United States possession.

"GROUP" means the NDC Group or the Newco Group, as the context requires.

"HEALTH INFORMATION SERVICES BUSINESS" has the meaning set forth in the Distribution Agreement.

"INCOME TAX" means all Taxes (i) based upon, measured by, or calculated with respect to, net income or net receipts, proceeds or profits or (ii) based upon, measured by, or calculated with respect to multiple bases (including, but not limited to, corporate franchise and occupation Taxes) if such Tax may be based upon, measured by, or calculated with respect to one or more bases described in clause (i) above.

"INTERNAL REVENUE SERVICE" OR "IRS" means the United States Internal Revenue Service or the United States Department of the Treasury, as the context requires.

"IRS PRIVATE LETTER RULING" means the private letter ruling issued by the IRS in response to the letter filed by NDC requesting a ruling from the IRS regarding certain tax consequences of the Transactions.

"NDC COMMON STOCK" means the outstanding shares of common stock, \$0.125 par value, of NDC.

"NDC eCOMMERCE SUBSIDIARIES" means National Data Payment Systems, Inc., Global Payment Holding Company, NDC Holdings (UK) Ltd., and Merchant Services USA, Inc.

-3-

"NDC FEDERAL CONSOLIDATED RETURN" means any United States Federal Consolidated Income Tax Return for the Affiliated Group that includes NDC as the common parent.

"NDC GROUP" means, for each taxable period, the Affiliated Group of which NDC or any successor of NDC is the common parent; provided, however, the NDC Group shall not include the Newco Group.

"NEWCO COMMON STOCK" means the outstanding shares of no par common stock of Newco.

"NEWCO GROUP" means (i) with respect to any Pre-Distribution Period, the NDC eCommerce Subsidiaries and their respective subsidiaries, and (ii) with respect to any Post-Distribution Periods, the Affiliated Group of which Newco or any successor of Newco is the common parent.

"NEWCO FEDERAL CONSOLIDATED RETURN" means any United States Federal Tax Return or Returns with respect to any Post-Distribution Periods filed by Newco alone or by the Affiliated Group that includes Newco as the common parent.

"OTHER TAX" means any Tax that is not an Income Tax.

"PAYMENT DATE" means (i) with respect to any NDC Federal Consolidated Return, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any Consolidated or Combined State Income Tax Return, the corresponding dates determined under the applicable Tax Law.

"POST-DISTRIBUTION PERIOD" means any Tax Period beginning after the Distribution Date, and, in the case of any Straddle Period, the portion of such Straddle Period beginning the day after the Distribution Date.

"PRE-DISTRIBUTION PERIOD" means any Tax Period ending on or before the Distribution Date, and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Distribution Date.

"PRIME RATE" means the prime rate of interest as published in the "Money Rates" column of The Wall Street Journal, Eastern Edition; in the event that more than one such rate is reported, the "Prime rate" shall equal the average of such rates. Use of the term "Prime Rate" shall mean a per annum rate, simple interest.

"RESPONSIBLE COMPANY" means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

"RESTRUCTURING TAX" means the Taxes described in Section 2.4(a).

"SEPARATE COMPANY TAX" means any Tax computed by reference to the assets and activities of a member or members of a single Group.

-4-

"SECTION 355(e) EVENT" means an event described in Section 2.4(b).

"STRADDLE PERIOD" means any Tax Period that begins on or before and ends after the Distribution Date.

"STATE INCOME TAX" means any Income Tax imposed by any State of the United States or by any political subdivision of any such State.

"TAINTING ACT" shall have the meaning provided in Article IX.

"TAX" or "TAXES" means all forms of taxation, whenever created or imposed, whether domestic or foreign, or whether imposed by a Taxing Authority, and

without limiting the generality of the foregoing shall include any net income, gross income, gross receipts, profits, capital stock, franchise, payroll, withholding, social security, unemployment, employment, workers compensation, disability, property, ad valorem, stamp, excise, severance, occupation, premium, service, sales, use, license, lease, transfer, recording, import, export, value added, alternative or add-on minimum, estimated, or other similar tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax) imposed by any Taxing Authority, together with any interest, penalties, additions to tax, or additional amounts imposed by any such Taxing Authority.

"TAXING AUTHORITY" means, with respect to any Tax, the nation, locality, municipality, government, state, federation, or any political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"TAX BENEFIT" means any refund of, credit against, or other reduction in otherwise required Tax payments (including any reduction in estimated tax payments) and any interest in respect of the foregoing, net of the effect on otherwise required Tax payment of any associated or corresponding item of income or gain, or other increase in otherwise required Tax payments.

"TAX CONTEST" means an audit, review, examination, dispute, suit, action, litigation, or any other administrative or judicial proceeding by or against the IRS or any other Taxing Authority with the purpose or effect of redetermining Taxes of any of the Companies or their Affiliates (including any administrative or judicial review of any claim for refund).

"TAX ITEM" means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit, recapture of credit or any other item that increases or decreases Taxes paid or payable.

"TAX LAW" means the law of any governmental entity or political subdivision thereof relating to any Tax.

"TAX PERIOD" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"TAX RECORDS" means Tax Returns, Tax Return workpapers, documentation relating to any Tax Contests, and any other books of account or records required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Taxing Authority.

-5-

"TAX RETURN" means any report of Taxes due, any claims for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required to be filed under the Code or other Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"TRANSACTIONS" means the Contributions and the Distribution as contemplated by the Distribution Agreement.

"TREASURY REGULATIONS" means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"TRIGGERING EVENT" means any one or more events specified in Treasury Regulation Section 1.1503-2(g)(2)(iii)(A) or Treasury Regulation 1.1503-2A(d)(4), the occurrence of which would require the recapture of DCLs, plus applicable interest, into income as provided in the DCL Regulations.

SECTION II  
Allocation of Income Tax Liabilities

Section 2.1. Federal, State, and Foreign Income Tax. Except as otherwise

provided in this Agreement, Federal, State, and Foreign Income Tax liability shall be allocated as follows:

(a) Pre-Distribution Periods. For each Pre-Distribution Period ending prior to June 1, 1993, Federal, State, and Foreign Income Tax expense was appropriately recorded on the separate company books for each member of the Newco Group. For each Pre-Distribution Period beginning after May 31, 1993,

Newco's liability for any Federal, State, and Foreign Income Tax shall be determined under the "Book-Tax Method." Under this method, Newco's liability for Federal, State, and Foreign Income Tax is computed by applying each year's overall effective Income Tax rate derived for the Newco Group to that year's book income of each member of such group. Such method is followed for each Pre-Distribution Period beginning after May 31, 1993. To the extent there is a net Tax expense, Newco shall be liable for and shall pay NDC an amount equal to such expense. To the extent there is a Tax benefit, NDC shall be liable for and shall pay Newco an amount equal to such benefit. NDC shall be liable for all Federal, State, and Foreign Income Tax for the Pre-Distribution Periods other than amounts for which Newco is liable pursuant to this Section 2.1(a). NDC and Newco previously have agreed to the amount of Newco's liability for Federal, State and Foreign Income Tax for the Pre-Distribution Periods ending on or before May 31, 2000, under the Book-Tax Method. Such agreed Tax liability shall not be altered except as a result of adjustments resulting from the audit of the Tax Returns relating to such tax periods.

(b) Post-Distribution Periods. Newco shall be responsible for all Federal, State, and Foreign Income Tax imposed on members of the Newco Group with respect to all Post-Distribution Periods. NDC shall be responsible for all Federal, State, and Foreign Income Tax imposed on members of the NDC Group with respect to all Post-Distribution Periods.

Section 2.2. [Reserved]

Section 2.3. Other Taxes. Except as otherwise provided in this

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Agreement, Newco shall be liable to and pay the applicable Taxing Authority any Other Tax that is imposed on any member of the

-6-

Newco Group and NDC shall be liable to and pay the applicable Taxing Authority any Other Tax that is imposed on any member of the NDC Group.

Section 2.4. Transaction Taxes.  
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(a) General. Except as otherwise provided in this Section 2.4, NDC shall be responsible for and pay any and all liability for Taxes resulting from the Transactions. This shall include but shall not be limited to (i) any sales and use, gross receipts, or other transfer Taxes imposed on the transfers occurring pursuant to the Transactions together with any Tax resulting from any income or gain recognized under Treasury Regulation Sections 1.1502-13 or 1.1502-19 (or any corresponding provisions of other applicable Tax Laws) as a result of the Transactions, and (ii) except as otherwise provided in Section 2.4(b), any Tax resulting from any income or gain recognized as a result of any of the Transactions failing to qualify for tax-free treatment under Sections 351, 355, 361, 368, or other provisions of the Code (as contemplated in the IRS Private Letter Ruling) or corresponding provisions of other applicable Tax Laws.

(b) Inconsistent Acts and Events. NDC or Newco, as the case may be, shall be liable for, and shall indemnify and hold harmless the members of the other Group from and against any liability for, any Restructuring Tax (described in Sections 2.4(a) above) to the extent arising from (i) any breach by such indemnifying party of the representations or covenants under Article IX, (ii) any Tainting Act performed by such indemnifying party, (iii) the inaccuracy of any factual statements or representations made by such indemnifying party in connection with the IRS Private Letter Ruling, but only to the extent such inaccuracy arises from facts in existence prior to the Distribution Date, or (iv) any Section 355(e) Event with respect to the indemnifying party. A Section 355(e) Event with respect to an entity occurs if one or more persons acquire directly or indirectly stock of such entity representing a 50% or greater interest in such entity within the meaning of Section 355(e) of the Code.

Section 2.5. Calculation of Tax Liability.  
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(a) [Reserved]

(b) The principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by the Companies shall apply in determining whether a Tax Item is attributable to a Tax Period provided that (i) no election shall be made under Treasury Regulation Section 1.1502-76(b)(2)(ii)

(relating to ratable allocation of a year's item), and (ii) if the Distribution Date is not an Accounting Cutoff Date, the provisions of Treasury Regulation Section 1.1502-76(b)(2)(iii) will be applied to ratably allocate the items (other than extraordinary items) for the month that includes the Distribution Date.

(c) In determining the apportionment of Tax Items between Pre-Distribution Periods and Post-Distribution Periods, any Tax Items relating to the Transactions shall be treated as an extraordinary item described in Treasury Regulation Section 1.1502-76(b)(2)(ii)(C) and shall be allocated to Pre-Distribution Periods, and any Taxes related to such items shall be treated under Treasury Regulation Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall be allocated to Pre-Distribution Periods.

-7-

Section 2.6. Tax Payments and Intercompany Billings. After the  
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Distribution Date, each Company shall pay the Taxes allocated to it by this Article II either to the applicable Taxing Authority or to the other Company in accordance with Article V.

ARTICLE III  
Preparation and Filing of Tax Returns

Section 3.1. General. Except as otherwise provided in this Article III,  
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Income Tax Returns shall be prepared and filed when due (including extensions) by the person obligated to file such Tax Returns under the Code or applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation with one another in accordance with Article VI with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Article VI.

Section 3.2. Pre-Distribution Period and Straddle Period Tax Returns. All  
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Income Tax Returns required to be filed for Pre-Distribution Periods or Straddle Periods, shall be:

(i) prepared and filed by NDC, in the case of any Consolidated or Combined Income Tax Return; and

(ii) prepared and filed, or caused to be prepared and filed, by the Company to which such Tax Return relates in all other cases.

Newco shall, for each Tax Period or portion thereof for which Newco or a member of the Newco Group is included in a Tax Return described in clause (i) of the preceding sentence, provide NDC with (A) a true and correct pro forma Tax Return for the Newco Group together with an accompanying computation of Tax liability of the Group prepared in accordance with the Book-Tax Method, (B) separate pro forma Tax Returns for each member of the Newco Group together with accompanying computations of the separate Tax Return Tax liabilities of each member of the Group, and (C) a reconciliation of book income to Federal taxable income for each member of the Newco Group. Newco hereby agrees to use its best efforts to provide NDC with such returns and computations no later than the first day of the sixth month following the end of the period to which such returns and computations relate, but in any event shall provide such returns and computations to NDC no later than the fifteenth day of the sixth month following the end of the period to which such returns and computations relate. Newco, in preparing the above mentioned pro forma Tax Returns for its Group, shall not consider or give effect to any (i) net operating loss carryover or carryback, (ii) capital loss carryover or carryback, (iii) excess charitable deduction carryover, (iv) excess tax carryover or carryback, or (v) other similar carryback or carryback item.

Section 3.3. Post-Distribution Period Tax Returns. Except as otherwise  
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provided in Section 3.2 with respect to Straddle Period Tax Returns:

(i) All Tax Returns related to Newco or the Newco Group for Post-Distribution Periods shall be prepared and filed (or caused to be prepared and filed) by Newco; and

(ii) All Tax Returns related to NDC or the NDC Group for Post-



Distribution Periods shall be prepared and filed (or caused to be prepared and filed) by NDC.

-8-

Section 3.4. Tax Accounting Practices.  
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(a) General Rule. Except as otherwise provided in this Section 3.4, any Income Tax Return for any Pre-Distribution Period or any Straddle Period, and any Income Tax Return for any Post-Distribution Period to the extent items reported on such Tax Return might reasonably affect items reported on any Tax Return for any Pre-Distribution Period or any Straddle Period, shall be prepared in accordance with past Tax accounting practices used with respect to the Tax Returns in question (unless such past practices are no longer permissible under the Code or other applicable Tax Law), and to the extent any items are not covered by past practices (or in the event such past practices are not longer permissible under the Code or other applicable Tax Law), in accordance with reasonable Tax accounting practice selected by the Responsible Company.

(b) Reporting of Transaction Tax Items. The tax treatment reported on any Tax Return of Tax Items relating to the Transaction shall be consistent with the treatment of such item in the IRS Private Letter Ruling. To the extent there is a Tax Item relating to the Transactions that is not covered by the IRS Private Letter Ruling, the tax treatment of such Tax Items on a Tax Return shall be determined by the Responsible Company with respect to such Tax Return, provided (i) there is a reasonable basis for such tax treatment and (ii) such tax treatment is not inconsistent with the tax treatment contemplated in the IRS Private Letter Ruling. Such Tax Return shall be submitted for review pursuant to Section 3.5(a), and any dispute regarding such proper tax treatment shall be referred for resolution pursuant to Article XIII sufficiently in advance of the filing date of such Tax Return (including extensions) to permit timely filing of the return.

Section 3.5. Right to Review Tax Returns.  
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(a) General. The Responsible Company with respect to any Tax Return shall make such Tax Return and related Tax Records available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting party may be liable, (ii) such Tax Return relates to Taxes for which the requesting party may be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting party may have a claim for Tax Benefits under this Agreement, or (iv) the requesting party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Company shall use its reasonable best efforts to make such Tax Return and Tax Records available for review as required under this paragraph sufficiently in advance of the due date for filing such Tax Returns to provide the requesting party with a meaningful opportunity to analyze and comment on such Tax Returns and have such Tax Returns modified before filing, taking into account the person responsible for payment of the Tax (if any) reported on such Tax Return and the materiality of the amount of Tax liability with respect to such Tax Return. The Companies shall attempt in good faith to resolve any issues arising out of the review of such Tax Returns or Tax Records.

(b) Execution of Returns Prepared by Other Party. In the case of any Tax Return that is required to be prepared and filed by one Company under this Agreement and that is required by law to be signed by another Company (or by its authorized representative), the Company that is legally required to sign such Tax Return shall not be required to sign such Tax Return under this Agreement if there is no reasonable basis for the tax treatment of any material items reported on the Tax Return. Any such Tax Return shall be supplied by the Company responsible for its preparation and filing to the Company responsible for its signing at least five days prior to the due date of such Tax Return (including

-9-

applicable extensions) and such signing Company shall deliver an executed copy of such Tax Return to the filing Company at least two days prior to the due date

of such Tax Return (including applicable extensions).

ARTICLE IV  
Refunds, Carrybacks, and Tax Benefits

Section 4.1. [Reserved]

Section 4.2. Claims for Refund, Carrybacks, and Self-Audit Adjustments

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("Adjustment Requests").  
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(a) Consent Required for Adjustment Requests Related to Consolidated or Combined Income Tax Returns. Except as provided in paragraph (b) below, each of the Companies hereby agrees that, unless the other Company consents in writing, which consent shall not be unreasonably delayed or withheld, no Adjustment Request shall be filed with respect to any Consolidated or Combined Tax Return that included the Newco Group for a Pre-Distribution Period and affects the Newco Group Tax liability. Any Adjustment Request which the Companies consent to make under this Section 4.2 shall be prepared and filed by the Responsible Company under Sections 3.2 and 3.3 for the Tax Return to be adjusted. The Company requesting the Adjustment Request shall provide to the Responsible Company all information required for the preparation and filing of such Adjustment Request in such form and detail as reasonably requested by the Responsible Company.

(b) Exception for Adjustment Requests Related to Audit Adjustments. Each Company shall be entitled, without the consent of the other Company, to require NDC to file an Adjustment Request to take into account any net operating loss, net capital loss, deduction, credit, or other adjustment attributable to such Company or any member of its Group corresponding to any adjustment resulting from any audit by the Internal Revenue Service or other Taxing Authority with respect to Consolidated or Combined Income Tax Returns for any Pre-Distribution Period. In addition, NDC shall be entitled to require Newco to file a corresponding Adjustment Request with respect to Separate Company Taxes for any Pre-Distribution Periods.

(c) Other Adjustment Requests Permitted. Nothing in this Section 4.2 shall prevent any Company or its Affiliates from filing any Adjustment Request with respect to Tax Returns that are not Consolidated or Combined Income Tax Returns or with respect to any other Taxes; provided, however, that neither Company shall file an amended Tax Return with respect to Separate Company or Other Taxes for which the other Company is liable under this Agreement without the written consent of such other Company (which consent shall not be unreasonably withheld). If any refund or credit is obtained as a result of any such Adjustment Request (or otherwise), the parties shall recalculate the amounts that would have been paid under this Agreement based on the changes resulting in such refund or credit, and shall make such payments between them as necessary to place each in the position it would have been in had the payments made under this Agreement originally been made based on such changes.

(d) Payment of Refunds and other Tax Benefits. Except as set forth in Section 4.2(e), any refunds or other Tax Benefits received by either Company (or any of its Affiliates) as a result of any Adjustment Request that are for the account of the other Company (or member of such other Company's Group) shall be paid by the Company receiving (or whose Affiliate received) such refund or Tax Benefit to such other Company in accordance with Article V. Notwithstanding any other provision

-10-

set forth in this Section 4.2, NDC is entitled to receive the full amount of any refund resulting from the claims for refund previously filed with the IRS for the May 1987 through May 1990 Tax Periods to obtain an investment tax credit under Section 204(a)(7) of the Tax Reform Act of 1986 (Pub. L. No. 99-514, 100 Stat. 2085) and now docketed in the United States Court of Federal Claims, Nos. 97-23T and 97-580T ("ITC Refund"). In the event that the ITC Refund results in a recapture of depreciation deductions previously claimed on a NDC Federal Consolidated Return prior to the Distribution Date, the effect of such reductions shall be borne by NDC notwithstanding any other provision contained in this Agreement.

(e) Ordering of and Payment for Carrybacks.

(i) In the event that a member of the NDC Group, on the one hand, and a member of the Newco Group, on the other hand, are each entitled to carryback a Tax Item to a Pre-Distribution Period, the respective Tax Items shall be used under the rules of applicable Tax Law (which shall be, in the case of Carrybacks to such Tax Periods of the Affiliated Group of which NDC is the common parent, the rules contained in Treasury Regulation Section 1.1502-21).

(ii) Any Tax refund or other Tax Benefit resulting from the Carryback of any member of one Group (the "Carryback Group") of any Tax Item arising after the Distribution Date to a Pre-Distribution Period shall be for the account of the Carryback Group (and in the event Newco Group is the Carryback Group, then upon receipt of the Tax refund or other Tax Benefit NDC shall pay to Newco the amount of such Tax refund or other Tax Benefit); provided, however, that if at the time of the use of the Carryback Items of a member of the Carryback Group, a member of the other Group (the "Other Group") possesses Carryback Tax Items which, but for the ordering rule set forth in (i) above, would have been available to be used (the "Other Group Carryback") in lieu of the Carryback Group's Tax Items, then (but only to the extent of the Other Group Carryback) the Carryback Group shall not be entitled to payment of the amount of such Tax refund or Tax Benefit until the earlier of (x) the date on which a member of the Other Group claims the Other Group Carryback on a Tax Return or (y) the date on which a member of the Carryback Group would have been able to use the Carryback had it not been claimed with respect to the Pre-Distribution Period Tax Return.

(iii) In the event the Carryback of Tax Items of a member of the NDC Group, or the Newco Group, as the case may be, does not result in a Tax refund, due to an offsetting Tax adjustment to a member of the Other Group, then the Other Group shall promptly pay the amount of any decrease in Tax liability resulting from the Carryback claim; provided, however, that in the event the Other Group possesses Carryback Item which, but for the ordering rules set forth in (i) above would have been available to be used in lieu of the Carryback Group's Items, then (but only to the extent of the Other Group Carryback), the other Group shall not be required to pay the amount of such decrease in Tax liability to the Carryback Group until the earlier of (x) the date on which a member of the Other Group claims the Other Group Carryback on a Tax Return or (y) the date on which a member of the Carryback Group would have been able to utilize the Carryback had it not been claimed with respect to the Pre-Distribution Period Tax Return.

Section 4.3. Adjustment of Tax Items. In the event that the Carryback of

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Tax Items of one Group, or a Tax adjustment attributable to such Group under the terms of this Agreement, results in the disallowance or limitation of Tax Items claimed on the Tax Return as filed, the Carryback Group shall be responsible for any increase in Tax liability resulting from the disallowance or limitation of Tax attributes; provided, however, that in the event the disallowance or limitation of Tax attributes results in

a Tax Benefit resulting from the use of such Tax attributes in another Tax Period, such Tax Benefit shall be deemed to be for the account of the Carryback Group for such purposes of this Agreement.

Section 4.4. Adjustments on Audit. If, upon examination by any Taxing

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Authority of any Tax Return including a member of the NDC Group or Newco Group for any Tax Period, any item of deduction, credit or expense is disallowed for which NDC is or may be liable for Taxes hereunder (or an item of income is required to be recognized on a Tax Return which was not reported on such Tax Return), in either such case resulting in a Tax detriment suffered by the NDC Group, and such disallowance (or recognition) results in a Tax Benefit to the Newco Group (with respect to that Tax Period or another Tax Period), then Newco shall pay to NDC the amount of such Tax Benefit that is realized in the form of an actual reduction in Tax (which shall be computed by comparing the Tax which would have been owed by Newco but for the item giving rise to the Tax Benefit with the Tax owed by Newco taking such item into account) provided, however, that in no case will the amount that Newco is required to pay to NDC with respect to such Tax Benefit exceed the corresponding Tax detriment to NDC (reduced by payments previously made by Newco to NDC with respect to such Tax Benefit). Any payment required to be made hereunder shall be made in accordance with Section 5.10. The provisions of this Section 4.4 shall apply in the same manner where an item of deduction, credit, or expense is disallowed for which

Newco is or may be liable for Taxes hereunder (or any item of income is required to be recognized on a Tax Return which was not reported on such Tax Return) as where the NDC Group suffers such a detriment. For avoidance of doubt, any payment required to be made by NDC to the Newco Group under this Section 4.4 shall, to the extent applicable, be deemed as an offset to amounts owing by Newco to NDC under Section 2.1 hereof.

Section 4.5 DCLs.

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(a) Prior Use of DCLs. Each of the Companies acknowledge that NDC used the existing DCLs of NDC Holdings (UK) Ltd. and Global Payment Systems LLC (both of which are members of the Newco Group) during the taxable years ended May 31, 1989, through May 31, 1996, and May 31, 1998, through May 31, 2000, in accordance with the DCL Regulations.

(b) Triggering Events. Each of the Companies acknowledge that a Triggering Event requires the recapture of DCLs but for compliance with Treasury Regulation Section 1.1503-2(g) (2) (iv) (B) (2) and other applicable DCL Regulations. Each of the Companies acknowledge that the Distribution will constitute a Triggering Event and that other transactions if consummated prior to the Distribution also may constitute a Triggering Event.

(c) Closing Agreement. To avoid such recapture, each of the Companies shall enter into a Closing Agreement with the Internal Revenue Service with respect to the DCLs of NDC Holdings (UK) Ltd. and Global Payment Systems LLC as required under Treasury Regulation Section 1.1503-2(g) (2) (iv) (B) (2) (i) and to satisfy all other requirements of the DCL Regulations prior to the filing of the Federal Income Tax Returns applicable to the year in which the Triggering Event occurred. In addition, each of the Companies shall fully cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents (including accounting firms and legal counsel), as provided in Article VI, to obtain such a Closing Agreement and to satisfy all other requirements of the DCL Regulations.

(d) Covenants Regarding Future Periods. Newco shall not use any of the existing DCLs of NDC Holdings (UK) Ltd. and Global Payment Systems LLC (both of which are members of the Newco Group) to offset income taxable in the United Kingdom. In the event that Newco so uses the

-12-

existing DCLs and causes recapture of the DCLs, Newco shall be solely liable for all Taxes and interest generated by such action.

ARTICLE V

Tax Payments and Intercompany Billings

Section 5.1. Payment of Taxes With Respect to NDC Federal Consolidated

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Returns. In the case of any NDC Federal Consolidated Return:

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(a) Computation and Payment of Tax Due. At least ten business days prior to any Payment Date, NDC shall compute the amount of Tax required to be paid to the Internal Revenue Service (taking into account the requirements of Section 3.4 relating to consistent accounting practices) with respect to such Tax Return on such Payment Date and shall notify Newco in writing of the amount of Tax required to be paid on such Payment Date. NDC will pay such amount to the Internal Revenue Service on or before such Payment Date.

(b) Computation and Payment of Newco Liability With Respect to Tax Due. Within 30 days following any Payment Date, Newco will pay to NDC the excess (if any) of:

(i) the amount of liability determined as of such Payment Date with respect to the applicable Tax Period allocable to Newco in a manner consistent with the provisions of Section 2.1, over

(ii) the amount equal to the cumulative net payments with respect to such Tax Return prior to such Payment Date made by Newco or members of its Group.

If the amount in clause (ii) above is greater than the amount in clause (i)

above as of any Payment Date, then NDC shall pay such excess to Newco within 30 days following the Payment Date.

(c) Interest on Intergroup Tax Allocation Payments. In the case of any payments to NDC required under paragraph (b) of this Section 5.1, Newco also shall pay to NDC an amount of interest computed at the Prime Rate on the amount of the payment required based on the number of days from the applicable Payment Date until the date of Newco's subsequent payment. In the case of any payments by NDC required under paragraph (b) of this Section 5.1, NDC also shall pay to Newco an amount of interest computed at the Prime Rate on the amount of the payment required based on the number of days from the applicable Payment Date until the date of NDC's subsequent payment of such amount to Newco.

Section 5.2. Payment of Federal Income Tax Related to Adjustments.  
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(a) Adjustments Resulting in Underpayments. NDC shall pay to the Internal Revenue Service when due any additional Federal Income Tax required to be paid as a result of any adjustment to the Tax liability with respect to any NDC Federal Consolidated Return. Newco shall pay to NDC an amount that is attributable to a permanent Tax Item and that is allocable to Newco under Section 2.1 within 30 days from the later of (i) the date the additional Tax was paid by NDC or (ii) the date of receipt by Newco of a written notice and demand from NDC for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 5.2(a) shall

-13-

include interest computed at the Prime Rate based on the number of days from the date the additional Tax was paid by NDC to the date of the payment under this Section 5.2(a).

(b) Adjustments Resulting in Overpayments. Within 30 days of receipt by NDC of any Tax Benefit resulting from any adjustment to the Tax liability with respect to any NDC Federal Consolidated Return, NDC shall pay to Newco its share of any such Tax Benefit that is attributable to a permanent Tax Item, as determined in accordance with the principles of Section 2.1 and Article IV. Any payments required under this Section 5.2(b) shall include interest computed at the Prime Rate based on the number of days from the date the Tax Benefit was received by NDC to the date of payment to Newco under this Section 5.2(b).

Section 5.3. Payment of State Income Tax Relating to Pre-Distribution  
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Periods.  
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(a) Computation and Payment of Tax Due. At least three business days prior to any Payment Date for any Tax Return with respect to any State Income Tax relating to a Pre-Distribution Period, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Taxing Authority (taking into account the requirements of Section 3.4 relating to consistent accounting practices) with respect to such Tax Return on such Payment Date and:

(i) If such Tax Return is with respect to a Consolidated or Combined State Income Tax, the Responsible Company shall, if NDC is not the Responsible Company with respect to such Tax Return, notify NDC in writing of the amount of Tax required to be paid on such Payment Date. NDC will pay such amount to such Taxing Authority on or before such Payment Date.

(ii) If such Tax Return is with respect to a Separate Company Tax, the Responsible Company shall, if it is not the Company liable for the Tax reported on such Tax Return, notify the Company liable for such Tax in writing of the amount of Tax required to be paid on such Payment Date. The Company liable for such Tax will pay such amount to such Taxing Authority on or before such Payment Date.

(b) Computation and Payment of Newco Liability With Respect to Tax Due. Within 30 days following the due date (including extensions) for filing any Tax Return for any Consolidated or Combined State Income Tax (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) relating to a Pre-Distribution Period,

Newco shall pay to NDC the Tax liability allocable to Newco as determined by NDC under the provisions of Section 2.1 and Article IV, plus interest computed at the Prime Rate on the amount of the payment based on the number of days from the due date (including extensions) to the date of payment by Newco to NDC.

Section 5.4. Payment of State Income Taxes Related to Adjustments.  
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(a) Adjustments Resulting in Underpayments. NDC shall pay to the applicable Taxing Authority when due any additional State Income Tax required to be paid as a result of any adjustment to the Tax liability with respect to any Tax Return for any Consolidated or Combined State Income Tax for any Pre-Distribution Period. Newco shall pay to NDC its respective share of any such additional Tax payment that is attributable to a permanent Tax Item determined in accordance with Section 2.1 and Article IV within 30 days from the later of (i) the date the additional Tax was paid by NDC or (ii) the date of receipt by Newco of a written notice and demand from NDC for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and

-14-

describing in reasonable detail the particulars relating thereto. Newco also shall pay to NDC interest on its respective share of such Tax computed at the Prime Rate based on the number of days from the date the additional Tax was paid by NDC to the date of its payment to NDC under this Section 5.4(a).

(b) Adjustments Resulting in Overpayments. Within 30 days of receipt by NDC of any Tax Benefit resulting from any adjustment to the Tax liability with respect to any Tax Return for any Consolidated or Combined State Income Tax for any Pre-Distribution Period, NDC shall pay to Newco its share of any such Tax Benefit that is attributable to a permanent Tax Item, as determined in accordance with the principles of Section 2.1 and Article IV. Any payments required under this Section 5.4(b) shall include interest computed at the Prime Rate based on the number of days from the date the Tax Benefit was received by NDC to the date of payment under this Section 5.4(b).

Section 5.5. Payment of Separate Company Taxes and Other Taxes. Each  
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Company shall pay, or shall cause to be paid, to the applicable Taxing Authority when due all Separate Company Taxes and Other Taxes owed by such Company or a member of such Company's Group.

Section 5.6. Indemnification Payments. If any Company (the "payor") is  
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required to pay to a Taxing Authority a Tax that another Company (the "responsible party") is required to pay to such Taxing Authority under this Agreement, the responsible party shall reimburse the payor within 30 days of delivery by the payor to the responsible party of an invoice for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Taxing Authority to the date of reimbursement under this Section 5.6.

Section 5.7. [Reserved]

Section 5.8. Payment of Refunds and Other Tax Benefits.  
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(a) Except as otherwise provided in this Agreement, if a member of one Group receives a Tax refund or other Tax Benefit with respect to Taxes for which a member of the other Group is liable hereunder, the Company receiving such Tax refund shall make a payment to the Company who is liable for such Taxes hereunder within 30 days following the receipt of the Tax refund in an amount equal to such Tax refund, plus interest on such amount computed at the Prime Rate based on the number of days from the date of receipt of the Tax refund to the date of payment under this Section 5.8. Notwithstanding any other provision set forth in Section 5.8, NDC is entitled to receive the full amount of the ITC Refund as defined in Section 4.2(d) and shall bear the effect of any recapture of depreciation deductions resulting from such refund.

(b) In the event one Group is reimbursed for its payment of a Tax liability of the other Group, the amount of such reimbursement shall be computed net of any Tax Benefit realized by the reimbursed Group as the result

of payment of the other Group's Tax liability.

Section 5.9. Payment for Carrybacks. Each Company shall pay the other

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Company for Carrybacks in accordance with Section 4.2(e). Any such payment shall include interest at the Prime Rate based on the number of days from the date the Company is required to make the payment under Section 4.2(e) to the date the Company actually makes the payment.

-15-

Section 5.10. Payment for Adjustments on Audit. Any payment required under

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Section 4.4 shall be made within 30 days of the due date (including any extensions) of the Tax Return on which the Tax Benefit described in that section is claimed. Such payment shall include interest computed at the Prime Rate based on the number of days from such due date to the date the payment is made.

Section 5.11. Interest Netting. Each of the NDC Group and the Newco Group

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shall be entitled to avail itself of the benefits of the interest netting provisions contained in Revenue Procedures 99-43 and 2000-26 and any subsequent published guidance with respect to federal income tax refunds and deficiencies for which it is liable under this Agreement. If one of the Groups has a net overpayment of income tax for one or more years after application of any underpayments of that Group from other years, and the other Group has a net underpayment of income for one or more years after application of any overpayments of that Group from other years, then the interest netting provision shall be applied to offset such net overpayment against such net underpayment to the maximum extent possible in order to realize the benefits of the interest netting provisions. The interest-savings resulting from any offset of a net overpayment of one Group against a net underpayment of the other Group shall be shared equally between the NDC Group and the Newco Group.

ARTICLE VI  
Assistance and Cooperation

Section 6.1. General. Each of the Companies shall cooperate (and cause

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their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed and (v) complying with the DCL Regulations to avoid any recapture of the DCLs of NDC Holdings (UK) Ltd. and Global Payment Systems LLC. Such cooperation shall include making all information and documents in their possession relating to the other Companies and their Affiliates available to such other Companies as provided in Article VII. Each of the Companies also shall make available to each other, as reasonably requested and available, personnel (including officers, directors, employees, and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Any information or documents provided under this Article VI shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes.

Section 6.2. Income Tax Return Information. Each Company will provide to

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each other Company information and documents relating to their respective Groups required by the other Companies to prepare Tax Returns. The Responsible Company shall determine a reasonable compliance schedule for such purpose in accordance with past practices. Any additional information or documents the Responsible Company requires to prepare such Tax Returns will be provided in accordance with past practices, if any, or as the Responsible Company reasonably requests and in sufficient time for the Responsible Company to file such Tax Returns timely.

-16-

ARTICLE VII  
Tax Records

Section 7.1. Retention of Tax Records. Except as provided in Section  
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7.2, each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of their respective Groups for Pre-Distribution Tax Periods, and NDC shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Distribution Tax Periods, for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitation, as extended, and (ii) seven years after the Distribution Date. If, prior to the expiration of the applicable statute of limitation and such seven-year period, a Company reasonably determines that any Tax Records that it is required to preserve and keep under this Article VII are no longer material in the administration of any matter under the Code or other applicable Tax Law, such Company may dispose of such records upon 90 days prior written notice to the other Company. Such notice shall include a list of the records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such 90-day period, all or any part of such Tax Records.

Section 7.2. State Income Tax Returns. Tax Returns with respect to State  
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Income Taxes and workpapers prepared in connection with preparing such Tax Returns shall be preserved and kept, in accordance with the guidelines of Section 7.1, by the Company responsible for preparing and filing the applicable Tax Return.

Section 7.3. Access to Tax Records. The Companies and their respective  
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Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records in their possession to the extent reasonably requested by the other Company in connection with the preparation of Tax Returns, audits, litigation, or the resolution of items under this Agreement.

ARTICLE VIII  
Tax Contests

Section 8.1. Notice. Each of the parties shall provide prompt notice to  
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the other party of any pending or threatened Tax audit, assessment, or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other party hereunder. Such notice shall contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters. If an indemnified party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such party fails to give the indemnifying party prompt notice of such asserted Tax liability, then (i) if the indemnifying party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying party shall have no obligation to indemnify the indemnified party for any Taxes arising out of such asserted Tax liability, and (ii) if the indemnifying party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a monetary detriment to the indemnifying party, then any amount which the indemnifying party is otherwise required to pay the indemnified party pursuant to this Agreement shall be reduced by the amount of such detriment.

-17-

Section 8.2. Control of Tax Contests. Each Company shall have full  
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responsibility and discretion in handling, settling, or contesting any Tax Contest involving a Tax for which it is liable pursuant to Article II of this Agreement. If a Tax Contest proceeding involves both (a) one or more issues for which NDC is liable under this Agreement and (b) one or more issues for which Newco is liable under this Agreement, then NDC and Newco shall cooperate with each other to allow each party to conduct the Tax Contest with respect to those issues for which such party is liable. Furthermore, NDC may participate in any



Tax Contest with respect to Restructuring Taxes regardless of whether it has liability or indemnification obligations with respect to such Taxes under this Agreement.

ARTICLE IX  
No Inconsistent Actions

Section 9.1 Each of the Companies covenants and agrees that it will not take any action, and it will cause its Affiliates to refrain from taking any action, which may be inconsistent with the Tax treatment of the Transactions as contemplated in the IRS Private Letter Ruling (any such action is referred to in this Article IX as a "Tainting Act"), unless (i) the Company or Affiliate thereof proposing such Tainting Act (the "Requesting Party") either (A) obtains a ruling with respect to the Tainting Act from the Internal Revenue Service or other applicable Taxing Authority that is reasonably satisfactory to the other Company (the "Requested Party") (except that the Requesting Party shall not submit any such ruling request if a Requested Party determines in good faith that filing such request might have a materially adverse effect upon such Requested Party), or (B) obtains an unqualified opinion reasonably acceptable to each Requested Party of independent nationally recognized tax counsel acceptable to each Requested Party, on a basis of assumed facts and representations consistent with the facts at the time of such action, that such Tainting Act will not affect the Tax treatment of the Transactions as contemplated in the IRS Private Letter Ruling, and (ii) each Requested Party consents in writing to such Tainting Act, which consent shall not be unreasonably withheld. Without limiting the foregoing:

(a) Specified Actions. During the two year period following the Distribution Date, unless clause (i) and (ii) of the preceding paragraph are satisfied with respect to the applicable action, no Company or its Affiliate will (A) liquidate or merge with or into any other corporation (other than a merger which results in the outstanding stock of such Company or its Affiliates immediately before the merger continuing to represent at least fifty-five (55) percent of the outstanding voting stock and non-voting stock of the merged corporations after the transaction); (B) issue more than thirty-five (35) percent, by vote or value, of its capital stock in one or more transactions; (C) redeem, purchase, or otherwise reacquire its capital stock in one or more transactions, except to the extent such redemption, purchase, or reacquisition meets the requirements of Section 4.05(1)(b) of Revenue Procedure 96-30, 1996-1 C.B. 696; (D) sell, exchange, distribute, or otherwise dispose of, other than in the ordinary course of business, more than forty (40) percent of the assets constituting the trades or businesses relied upon in the IRS Private Letter Ruling to satisfy Section 355(b) of the Code; (E) discontinue or cause to be discontinued the active conduct of the trades or businesses relied upon in the IRS Private Letter Ruling to satisfy Section 355(b) of the Code; or (F) engage in any Section 355(e) Event, as defined in Section 2.4(b) of this Agreement.

(b) No Inconsistent Plan or Intent. Each of the Companies represents and warrants that neither it nor any of its Affiliates has any plan or intent to take any action which is inconsistent with any factual statements or representations in the IRS Private Letter Ruling.

-18-

(c) Section 355(e) Covenant. Without in any manner limiting Section 9.1(a) or (b) immediately above, each of NDC and Newco covenants and agrees that, during the two-year periods ending on and beginning on the Distribution Date, unless clause (a) or (b) of Section 9.1 of this Agreement is satisfied with respect to the applicable action, it will not enter into any negotiations, agreements, or arrangements with respect to transactions or events (including stock issuances, option grants, capital contributions, or acquisitions), which may cause the Distribution to be treated as part of a plan pursuant to which one or more persons acquire directly or indirectly NDC or Newco stock, as the case may be, representing a "50 percent or greater interest" within the meaning of Section 355(e)(4) of the Code.

(d) Amended or Supplemental Rulings. Each of the Companies covenants and agrees that it will not file, and it will cause its Affiliates to refrain from filing, any amendment or supplement to the IRS Private Letter Ruling request with respect to the Transactions subsequent to the Distribution Date without the consent of the other Companies, which consent shall not be unreasonably withheld.

Section 9.2 Notwithstanding anything to the contrary in this Agreement,

each Company shall be solely liable for, and shall indemnify and hold harmless the other Company from any Restructuring Tax resulting from a Tainting Act by such first Company or its Affiliates, regardless of whether clause (a) or (b) of Section 9.1 was satisfied with respect to such Tainting Act.

ARTICLE X  
Survival of Obligations

The representations, warranties, covenants, and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE XI  
Employee Matters

Each of the Companies agrees to utilize, or cause its Affiliates to utilize, the alternate procedure set forth in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, with respect to wage reporting.

ARTICLE XII  
Treatment of Payments; Tax Gross Up

Section 12.1. Treatment of Tax Indemnity and Tax Benefit Payments. In the  
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absence of any change in Tax treatment under the Code or other applicable Tax Law, any Tax indemnity payments or Tax Benefit payments made by a Company under Article V shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution on the Distribution Date.

Section 12.2. Tax Gross Up. If, notwithstanding the manner in which Tax  
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indemnity payments and Tax Benefit payments were reported, there is an adjustment to the Tax liability of a Company as a result of its receipt of a payment pursuant to this Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the

-19-

payment of such Income Taxes), shall equal the amount of the payment which the Company receiving such payment would otherwise be entitled to receive pursuant to this Agreement.

Section 12.3. Interest Under This Agreement. Anything herein to the  
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contrary notwithstanding, to the extent one Company ("indemnitor") makes a payment of interest to another Company ("indemnitee") under this Agreement with respect to the period from the date that the indemnitee made a payment of Tax to a Taxing Authority to the date that the indemnitor reimbursed the indemnitee for such Tax payment, or with respect to the period from the date that the indemnitor received a Tax Benefit to the date indemnitor paid the indemnitee with respect to such Tax Benefit, the interest payment shall be treated as interest expense to the indemnitor (deductible to the extent provided by law) and as interest income by the indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted under Section 12.2 to take into account any associated Tax Benefit to the indemnitor or increase in Tax to the indemnitee.

ARTICLE XIII  
Disagreements

If after good faith negotiations the parties cannot agree on the application of this Agreement to any matter, then the matter will be referred to an accounting firm acceptable to each of the parties (the "Accounting Firm"); provided that such firm cannot then be acting as the internal or external accountants for either party. The Accounting Firm shall furnish written notice to the parties of its resolution of any such disagreement as soon as practical, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Accounting Firm will be conclusive and binding on all parties to this Agreement. In accordance with Article XV, each party shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to

the Accounting Firm. All fees and expenses of the Accounting Firm in connection with such referral shall be shared equally by the parties affected by the matter.

ARTICLE XIV  
Late Payments

Any amount owed by one party to another party under this Agreement which is not paid when due shall bear interest at the Prime Rate plus two percent, compounded on each March 31, June 30, September 30, and December 31, from the due date of the payment to the date paid. To the extent interest required to be paid under this Article XIV duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Article XIV or the interest rate provided under such other provision.

ARTICLE XV  
Expenses

Except as provided in Article XIII, each Company and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

-20-

ARTICLE XVI  
General Provisions

Section 16.1. Notices. All notices and other communications hereunder

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shall be in writing and shall be delivered in person, by telecopy, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

(a) If to NDC, to:

National Data Corporation  
National Data Plaza  
Atlanta, Georgia 30329  
Attention: General Counsel

(b) If to Newco, to:

Global Payments Inc.  
4 Corporate Boulevard, N.E.  
Atlanta, Georgia 30329  
Attention: General Counsel

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person shall be deemed effective on delivery or when delivery is refused. Any notice or communication sent by telecopy or by air courier shall be deemed effective on the first business day at the place at which such notice or communication is received following the day on which such notice or communication was sent.

Section 16.2. Counterparts. This Agreement may be executed in two or more

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counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. The Agreement may be delivered by facsimile transmission of a signed copy thereof.

Section 16.3. Binding Effect; Assignment. This Agreement and all of the

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provisions hereof shall be binding upon the parties hereto and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to a merger of either party, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party, which consent shall not 'be unreasonably withheld or delayed; provided, however, that NDC and Newco may assign their respective rights, interests, duties, liabilities, and obligations under this Agreement to any of their

respective subsidiaries, but such assignment shall not relieve NDC or Newco, as the assignee, of its obligations hereunder.

Section 16.4. Dispute Resolution. Resolution of any and all disputes

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arising from or in connection with this Agreement, whether based on contract, tort, or otherwise (collectively, "Disputes"), shall be exclusively governed by and settled in accordance with the provisions of Article XIII and this Section 16.4. The parties hereto shall use all commercially reasonable efforts to settle all Disputes

-21-

without resorting to mediation, arbitration, litigation, or other third party dispute resolution mechanisms. If any Dispute remains unsettled, the parties hereby agree to mediate such Dispute using a mediator reasonably acceptable to all parties involved in such Dispute. If the parties are unable to resolve such dispute through mediation, each party will be free to commence proceedings for the resolution thereof. No party shall be entitled to consequential, special, exemplary, or punitive damages.

Section 16.5. Severability. Any provision of this Agreement which is

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prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16.6. Waiver. The observance of any term of this Agreement may be

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waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if it is in writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement. No failure by either party to take any action or assert any right or privilege hereunder shall be deemed to be a waiver of such right or privilege in the event of the continuation or repetition of the circumstances giving rise to such right unless expressly waived in writing by the party against whom the existence of such waiver is asserted.

Section 16.7. Amendment. This Agreement may not be amended or modified in

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any respect except by a written agreement signed by both of the parties hereto.

Section 16.8. Authority. Each of the parties hereto represents to the

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

Section 16.9. Interpretation. The headings contained in this Agreement

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and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

Section 16.10. Effective Time. This Agreement shall become effective upon

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the closing of the Distribution.

[Signatures on Next Page]

-22-

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective officers as of the date set forth above.

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----  
Name: Randolph L. M. Hutto  
Title: Chief Financial Officer

GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
-----  
Name: Paul R. Garcia  
Title: Chief Executive Officer

-23-

EMPLOYEE BENEFITS AGREEMENT

between

NATIONAL DATA CORPORATION

and

GLOBAL PAYMENTS INC.

JANUARY 31, 2001

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EMPLOYEE BENEFITS AGREEMENT

TABLE OF CONTENTS

ARTICLE I DEFINITIONS.....	1
1.01 Definitions.....	1
ARTICLE II GENERAL PRINCIPLES.....	5
2.01 Assumption of Liabilities.....	5
2.02 Establishment of Global Payments Plans and Related Trusts.....	5
2.03 Terms of Participation by Global Payments Individuals in Global Payments Plans..	5
ARTICLE III DEFINED BENEFIT PLANS.....	6
3.01 Creation of Global Payments Pension Plan.....	6
3.02 Transfer of Assets and Liabilities from NDC Pension Plan.....	6
3.03 Cooperation.....	7
3.04 Result of Transfer of Assets and Liabilities.....	7
ARTICLE IV DEFINED CONTRIBUTION PLANS.....	8
4.01 Creation of Global Payments 401(k) Plan.....	8
4.02 Transfer of Assets and Liabilities from NDC 401(k) Plan.....	8
4.03 Cooperation.....	9
4.04 Result of Transfer of Assets and Liabilities.....	9
ARTICLE V HEALTH AND WELFARE PLANS.....	9
5.01 General Provisions .....	9
5.02 Insurance Contracts.....	11
5.03 Post-Distribution -Transitional Arrangements.....	11
ARTICLE VI EQUITY COMPENSATION AND SERP BENEFITS.....	12
6.01 Stock Options.....	12
6.02 Restricted Stock.....	14
6.03 Employee Stock Purchase Plan.....	15
6.04 Supplemental Executive Retirement Plan.....	15
ARTICLE VII	
GENERAL AND ADMINISTRATIVE.....	17
7.01 Non-Termination of Employment, No Third-Party Beneficiaries .....	17
7.02 Beneficiary Designations.....	17
7.03 Consent of Third Parties.....	17
7.04 Sharing of Participant Information.....	17
7.05 Indemnity.....	18
ARTICLE VIII MISCELLANEOUS.....	19
8.01 Effect if Distribution Does Not Occur.....	19

8.02	Relationship of Parties.....	19
8.03	Affiliates.....	19
8.04	Governing Law.....	20
8.05	Entire Agreement, Construction.....	20
8.06	Expenses.....	20
8.07	Notices.....	20
8.08	Disputes.....	21
8.09	Amendment and Waiver.....	21
8.10	Assignment.....	21
8.11	Captions.....	21
8.12	Severability.....	21
8.13	Parties in Interest.....	22
8.14	Schedules.....	22
8.15	Waivers, Remedies.....	22
8.16	Further Assurances and Consents.....	22
8.17	Counterparts.....	23

EMPLOYEE BENEFITS AGREEMENT

This EMPLOYEE BENEFITS AGREEMENT ("Agreement") dated as of January 31, 2001 by and between National Data Corporation, a Delaware corporation ("NDC"), and Global Payments Inc., a Georgia corporation ("Global Payments"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I hereof or as assigned to them in the Distribution Agreement (as defined below).

BACKGROUND

A. The Board of Directors of NDC has determined that it is in the best interests of NDC and its stockholders to separate NDC and its subsidiary, Global Payments, such that Global Payments will be an independent business entity (the "Distribution");

B. In furtherance of the foregoing, NDC and Global Payments have entered into a distribution agreement, dated as of the date hereof (the "Distribution Agreement"), and certain other agreements that will govern certain matters relating to the Distribution and the relationship of NDC and Global Payments, and their respective Subsidiaries following the Distribution; and

C. Pursuant to the Distribution Agreement, NDC and Global Payments have agreed to enter into this agreement allocating between them the assets, liabilities and responsibilities with respect to certain employee compensation and benefit plans and programs.

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

ARTICLE I  
DEFINITIONS

Section 1.01 Definitions. As used herein, the following terms have the following meanings:

"Agreement" means this Employee Benefits Agreement.

"Benefit Liabilities" means any Liabilities (as defined in the Distribution Agreement) relating to any contributions, compensation or other benefits accrued or payable under any profit sharing, pension, savings, deferred compensation, fringe benefit, insurance, medical, medical reimbursement, life, disability, accident, post-retirement health or welfare benefit, stock option, stock purchase, sick pay, vacation, employment, severance, termination or other compensation or benefit plan, agreement, contract, policy, trust fund or arrangement.

"Close of the Distribution Date" means 11:59:59 P.M., Eastern Standard Time or Eastern Daylight Time (whichever shall then be in effect), on the Distribution Date.

"COBRA" means the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and ERISA Sections 601 through 608.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax law. Reference to a specific Code provision also includes any proposed, temporary, or final regulation in force under that provision.

"Distribution" shall have the same meaning as in the Distribution Agreement.

"Distribution Agreement" is defined in the third paragraph of the preamble of this Agreement.

"Distribution Date" means the date upon which the Distribution shall be effective, as determined by the Board of Directors of NDC.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specific provision of ERISA also includes any proposed, temporary, or final regulation in force under that provision.

"Ex-Dividend Date" means the trading day on which the Global Payments Common Stock is first reported on a "regular way" basis on the New York Stock Exchange - Composite Transactions Tape.

"Global Payments Employee" means any individual (i) who, Immediately After the Distribution Date, is either actively employed by or on leave of absence from Global Payments or a Global Payments Entity, or (ii) was employed exclusively by a member of the Global Payments Group as of the Distribution Date, but was absent from work on the Distribution Date for any reason.

"Global Payments Employee Stock Purchase Plan" means the employee stock purchase plan to be established by Global Payments pursuant to Section 2.02.

"Global Payments Entity" means any Person that is, at the relevant time, a Subsidiary of Global Payments or is otherwise controlled, directly or indirectly, by Global Payments.

"Global Payments Group" shall have the same meaning as in the Distribution Agreement.

"Global Payments 401(k) Plan." See Section 4.01.

"Global Payments 401(k) Participant." See Section 4.01.

-2-

"Global Payments Health and Welfare Plan Participant." See Section 5.01.

"Global Payments Long-Term Incentive Plan" means the plan or program established by Global Payments pursuant to Section 2.02 consisting of a long-term incentive plan that corresponds to the National Data Corporation 2000 Long-Term Incentive Plan.

"Global Payments Pension Plan." See Section 3.01.

"Global Payments Pension Participant." See Section 3.01.

"Global Payments Price Ratio" means the amount obtained by dividing the NDC Pre-Distribution Stock Value by the Global Payments Stock Value.

"Global Payments Stock Value" means the opening price of the Global Payments Common Stock, trading "regular way", as reported on the New York Stock Exchange -Composite Transactions Tape on the Ex-Dividend Date.

"Group Life Program," when immediately preceded by "NDC," means the National Data Corporation group life insurance programs, policies and arrangements, including accidental death and dismemberment, and travel accident. When immediately preceded by "Global Payments," Group Life Program means the life insurance programs, policies and arrangements to be established by Global Payments pursuant to Section 2.02 that correspond to the respective NDC Group



Life Program.

"GUST" means, collectively, the General Agreement on Tariffs and Trade (Uruguay Round Agreements Act), the Uniform Services Employment and Re-employment Rights Act of 1994, the Small Business Job Protection Act, and the Taxpayer Relief Act of 1997.

"Health and Welfare Plans," when immediately preceded by "NDC," means the health and welfare plans established and maintained by NDC for the benefit of employees and retirees of NDC and certain NDC Entities, and such other welfare plans or programs as may apply to such employees and retirees as of the Distribution Date. When immediately preceded by "Global Payments," Health and Welfare Plans means the health and welfare plans to be established by Global Payments pursuant to Section 2.02 that correspond to the respective NDC Health and Welfare Plans.

"Immediately After the Distribution Date" means 12:00 A.M., Eastern Standard Time or Eastern Daylight Time (whichever shall then be in effect), on the day after the Distribution Date.

"IRS" means the Internal Revenue Service.

"NDC Entity" means any entity that is, at the relevant time, an Affiliate of NDC, except that, for periods beginning Immediately After the Distribution Date, the term "NDC Entity" shall not include Global Payments or a Global Payments Entity.

-3-

"NDC Dental Plan" means the Dental Benefits under the National Data Corporation Employee Health and Welfare Benefits Plan, as amended as restated effective November 1, 2000.

"NDC Medical Plan" means the Medical Benefits under the National Data Corporation Employee Health and Welfare Benefits Plan, as amended as restated effective November 1, 2000.

"NDC Vision Plan" means the Vision Benefits under the National Data Corporation Employee Health and Welfare Benefits Plan, as amended as restated effective November 1, 2000.

"NDC Pension Plan" means the National Data Corporation Employees Retirement Plan.

"NDC 401(k) Plan" means the National Data Corporation Employee Savings Plan.

"NDC Equity Incentive Plans" means the plans under which options to acquire NDC Common Stock or awards of restricted stock are outstanding as of the Close of the Distribution Date, including some or all of the following plans: (i) the National Data Corporation 2000 Long-Term Incentive Plan, (ii) the National Data Corporation 1997 Stock Option Plan, (iii) the National Data Corporation 1987 Stock Option Plan, as amended, (iv) the National Data Corporation 1984 Non-Employee Director Stock Option Plan, (v) the Amended and Restated C.I.S. Technologies, Inc. Employee Stock Option Plan, (vi) the C.I.S. Technologies, Inc. HCC Management Stock Option Plan, (vii) the Amended and Restated C.I.S. Technologies, Inc. Stock Option Plan, (viii) the C.I.S. Technologies, Inc. 1995 Stock Incentive Plan, (ix) the Physician Support Systems, Inc. Amended and Restated 1996 Stock Option Plan, (x) the National Data Corporation 1983 Restricted Stock Plan, as amended, and (xi) the Synergistic Systems, Inc. Stock Option Plan.

"NDC Price Ratio" means the amount obtained by dividing the NDC Pre-Distribution Stock Value by the NDC Post-Distribution Stock Value.

"NDC Pre-Distribution Stock Value" means the closing price of the NDC Common Stock, trading "regular way", as reported on the New York Stock Exchange - Composite Transactions Tape on the trading day immediately prior to the Ex-Dividend Date.

"NDC Post-Distribution Stock Value" means the opening price of the NDC Common Stock, trading "regular way", as reported on the New York Stock Exchange - Composite Transactions Tape on the Ex-Dividend Date.

"NDC SERP" means the NDC Supplemental Executive Retirement Plan.

"Option," when immediately preceded by "NDC," means an option to purchase NDC Common Stock pursuant to an NDC Equity Incentive Plan. When immediately preceded by "Global Payments," Option means an option to purchase Global Payments Common Stock pursuant to the Global Payments Long-Term Incentive Plan.

-4-

"Plan," when immediately preceded by "NDC" or "Global Payments," means any plan, policy, program, payroll practice, on-going arrangement, contract, trust, insurance policy or other agreement or funding vehicle providing benefits to employees or former employees of NDC or an NDC Entity, or Global Payments or a Global Payments Entity, as applicable.

ARTICLE II  
GENERAL PRINCIPLES

Section 2.01 Assumption of Liabilities. Except as otherwise expressly

provided in this Agreement, Global Payments hereby assumes and agrees to pay, perform, fulfill and discharge, in accordance with their respective terms, all of the following (regardless of when or where such Benefit Liabilities arose or arise or were or are incurred): (i) all Benefit Liabilities to or relating to Global Payments Employees, and their respective dependents and beneficiaries, in each case relating to, arising out of or resulting from employment by NDC, an NDC Entity, Global Payments or a Global Payments Entity before the Distribution Date (including Benefit Liabilities under NDC Plans and Global Payments Plans); (ii) all other Benefit Liabilities to or relating to Global Payments Employees, and their respective dependents and beneficiaries, to the extent relating to, arising out of or resulting from future or present employment with Global Payments or a Global Payments Entity (including Benefit Liabilities under NDC Plans and Global Payments Plans); and (iii) all other Benefit Liabilities relating to, arising out of or resulting from obligations, liabilities and responsibilities expressly assumed or retained by Global Payments, a Global Payments Entity, or a Global Payments Plan pursuant to this Agreement.

Section 2.02 Establishment of Global Payments Plans and Related Trusts.

Effective prior to or Immediately After the Distribution Date, Global Payments shall adopt, or cause to be adopted, the Global Payments 401(k) Plan and its related trust, the Global Payments Pension Plan, the Global Payments Employee Stock Purchase Plan, the Global Payments Long-Term Incentive Plan, and the Global Payments Health and Welfare Plans for the benefit of the Global Payments Employees and other current and future employees of Global Payments and the Global Payments Entities. Subject to the provisions of Section 4.01 regarding the Global Payments 401(k) Plan, Section 3.01 regarding the Global Payments Pension Plan, Section 6.02 regarding the Global Payments Long-Term Incentive Plan, Section 6.03 regarding the Global Payments Employee Stock Purchase Plan and Section 5.01(b) regarding the Global Payments Health and Welfare Plans, the foregoing Global Payments Plans as in effect. Immediately After the Distribution Date shall be substantially similar in all material respects to the corresponding NDC Plans as in effect as of the Distribution Date.

Section 2.03 Terms of Participation by Global Payments Employees in Global

Payments Plans. The Global Payments Plans shall be, with respect to Global Payments Employees, in all respects the successors in interest to, and shall not provide benefits that duplicate benefits provided by, the corresponding NDC Plans. NDC and Global Payments shall agree on methods and procedures, including amending the respective Plan documents and/or requesting approvals or consents of Global Payments Employees where the parties deem appropriate, to prevent Global Payments Employees from receiving duplicative benefits from the NDC Plans and the Global Payments Plans. With respect to Global Payments Employees, each Global Payments

-5-

Plan shall provide that all service, all compensation and all other factors affecting benefit determinations that, as of the Close of the Distribution Date, were recognized under the corresponding NDC Plan shall, as of Immediately After the Distribution Date, receive full recognition, credit, and validity and be

taken into account under such Global Payments Plan to the same extent as if such factors were applicable under such Global Payments Plan, except to the extent that duplication of benefits would result.

ARTICLE III  
DEFINED BENEFIT PLANS

Section 3.01 Creation of Global Payments Pension Plan. At or prior to the  
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Distribution Date, Global Payments shall establish a defined benefit pension plan (the "Global Payments Pension Plan") for the benefit of (i) each Global Payments Employee who immediately prior to the Distribution Date was a participant in the NDC Pension Plan; and (ii) any former employee of NDC or an NDC Entity who is designated in writing by NDC and Global Payments as being a Global Payments Pension Participant, and the persons so included in clauses (i) and (ii) shall be referred to as "Global Payments Pension Participants." As of the Distribution Date, the Global Payments Pension Plan shall (x) be substantially similar to the NDC Pension Plan in all material respects; (y) recognize for all purposes thereunder the service of the Global Payments Pension Participants that was recognized under the NDC Pension Plan, provided, however, that until the transfer described in Section 3.02 occurs, the total accrued benefit payable under the Global Payments Pension Plan (taking into account service recognized under the NDC Pension Plan) shall be offset by the benefit accrued under the NDC Pension Plan as of the Distribution Date, calculated as if the Global Payments Pension Participants terminated employment as of the earlier of (A) the Distribution Date, or (B) their actual date of termination of employment with NDC and all of its subsidiaries; and (z) provide that upon the transfer described in Section 3.02, the benefit liabilities of the Global Payments Pension Participants under the Global Payments Pension Plan shall in no event be less than their benefit liabilities under the NDC Pension Plan as of the Distribution Date.

Section 3.02 Transfer of Assets and Liabilities from NDC Pension Plan.  
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(a) Transfer of Assets. NDC shall cause to be transferred from the  
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trust under the NDC Pension Plan to the trust under the Global Payments Pension Plan assets, the value of which shall be equal to (i) times (ii), where (i) equals the fair market value of the assets of the NDC Pension Plan on the date of actual transfer of assets from the NDC Pension Plan to the Global Payments Pension Plan, and (ii) equals a fraction, the numerator of which is the present value of the benefit liabilities on a termination basis (as hereafter defined) of the Global Payments Pension Participants as of the Distribution Date, and the denominator of which is the present value of all benefit liabilities on a termination basis (as hereafter defined) of all NDC Pension Plan participants as of the Distribution Date. "Benefit liabilities on a termination basis" shall mean those benefit liabilities, as defined in ERISA Section 4001(a)(16), to which the participants would be entitled under Section 4044 of ERISA if the plan were terminated in accordance with ERISA Section 4041 as of the Distribution Date. It is the parties' intent that this

-6-

transfer will satisfy Section 414(1) of the Code if the NDC Pension Plan is under-funded on a termination basis as of the Distribution Date, and that this transfer will include a pro rata share of surplus if the NDC Pension Plan is over-funded on a termination basis as of the Distribution Date. In NDC's sole and absolute discretion, the amount so transferred may be in cash or in kind or a combination thereof.

(b) Adjustment for Receipts and Disbursements. The amount to be  
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transferred shall be equitably adjusted to take into account non-investment receipts and disbursements of the NDC Pension Plan after the Distribution Date but before the date of transfer provided for in Section 3.02(a), such as pension payments and employer contributions.

(c) Pre-conditions to Transfer. The transfer of assets provided for in  
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Section 3.02(a) shall take place as soon as practicable after the Distribution Date; provided, however, that such transfer shall not occur until (i) Global Payments provides to NDC an acceptable opinion of counsel with respect to the

qualification of the Global Payments Pension Plan under Section 401(a) of the Code; (ii) NDC provides to Global Payments an acceptable opinion of counsel with respect to the qualification of the NDC Pension Plan under Section 401(a) of the Code, as amended to (A) comply with changes to the qualification requirements of Section 401(a) of the Code made pursuant to GUST and other applicable laws, and (B) provide for the transfer of assets and liabilities referred to in this Section, and (iii) the receipt of any other necessary governmental approval.

3.03 Cooperation. Pending the completion of the transfer described in this

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Section, NDC, with the cooperation of Global Payments shall make arrangements for any required benefit payments to the Global Payments Pension Participants from the NDC Pension Plan. NDC and Global Payments shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section. If any benefit with respect to a Global Payments Pension Participant under the NDC Pension Plan is subject to a qualified domestic relations order at the time of transfer, all documentation concerning such qualified domestic relations order shall be assigned to the Global Payments Pension Plan.

3.04 Result of Transfer of Assets and Liabilities. Upon the completion of

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the transfer of assets and benefit liabilities, the Global Payments Pension Plan shall assume the benefit liabilities under the NDC Pension Plan with respect to the Global Payments Pension Participants, and neither the NDC Pension nor NDC nor any NDC Entity shall have any further obligation or responsibility with respect to such benefit liabilities, which shall be considered for all purposes as having been satisfied as a result of such transfer.

-7-

ARTICLE IV  
DEFINED CONTRIBUTION PLANS

Section 4.01 Creation of Global Payments 401(k) Plan.

(a) Creation of Global Payments 401(k) Plan. At or prior to the

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Distribution Date, Global Payments shall establish a qualified 401(k) plan (the "Global Payments 401(k) Plan") for the benefit of (i) each Global Payments Employee; and (ii) any former employee of NDC or an NDC Entity who is designated in writing by NDC and Global Payments as being a Global Payments 401(k) Participant, and the persons so included in clauses (i) and (ii) shall be referred to as "Global Payments 401(k) Participants." As of the Distribution Date, the Global Payments 401(k) Plan shall (i) be substantially similar to the NDC 401(k) Plan in all material respects; (ii) recognize for all purposes thereunder the service of the Global Payments 401(k) Participants that was recognized under the NDC 401(k) Plan, and (iii) provide that upon the transfer described in Section 4.02, the account balances of the Global Payments 401(k) Participants under the Global Payments 401(k) Plan shall in no event be less than their account balances under the NDC 401(k) Plan immediately prior to such transfer (whether vested or non-vested).

(b) NDC and Global Payments Stock. The Global Payments 401(k) Plan shall

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provide that after the Distribution Date, all or any portion of the NDC Common Stock transferred to the Global Payments 401(k) Plan may be liquidated and reinvested by Global Payments 401(k) Participants in any other investment option offered under the Global Payments 401(k) Plan, subject to the terms of the Global Payments 401(k) Plan. The NDC 401(k) Plan shall provide that after the Distribution Date, all or any portion of the Global Payments Common Stock received by the NDC 401(k) Plan may be liquidated and reinvested by NDC 401(k) Participants in any other investment option offered under the NDC 401(k) Plan, subject to the terms of the NDC 401(k) Plan.

Section 4.02 Transfer of Assets and Liabilities from NDC 401(k) Plan.

(a) Transfer of Assets. NDC shall cause to be transferred from the trust

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under the NDC 401(k) Plan to the trust under the Global Payments 401(k) Plan assets, the value of which shall be equal to the liability for the account

balances with respect to the Global Payments 401(k) Participants. Such transfer shall be subject to the requirements of Section 414(l) of the Code and Section 208 of ERISA. The assets so transferred shall reflect the investment elections and participant loans made by Global Payments 401(k) Participants under the NDC 401(k) Plan.

(b) Adjustment for Payments. The amount to be transferred shall be reduced

by the amount of any payments made with respect to the Global Payments 401(k) Participants after the Distribution Date but before the date of transfer provided for in Section 3.02(a).

(c) Pre-conditions to Transfer. The transfer of assets provided for in

Section 4.02(a) shall take place as soon as practicable after the Distribution Date; provided, however, that such transfer shall not occur until (i) Global Payments provides to NDC an acceptable opinion of counsel with respect to the qualification of the Global Payments 401(k) Plan under Sections

-8-

401(a) and 401(k) of the Code; and (ii) NDC provides to Global Payments an acceptable opinion of counsel with respect to the qualification of the NDC 401(k) Plan under Sections 401(a) and 401(k) of the Code, as amended to (A) comply with changes to the qualification requirements of Section 401(a) of the Code made pursuant to GUST and other applicable laws, and (B) provide for the transfer of assets and liabilities referred to in this Section, and (iii) the receipt of any other necessary governmental approval.

Section 4.03 Cooperation.

(a) Benefit Payments. Pending the completion of the transfer described in

this Section, NDC and Global Payments shall make arrangements for any required benefit payments to the Global Payments 401(k) Participants from the NDC 401(k) Plan. NDC and Global Payments shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(b) QDROs. If any benefit with respect to a Global Payments 401(k)

Participant under the NDC 401(k) Plan is subject to a qualified domestic relations order at the time of transfer, all documentation concerning and liability arising from such qualified domestic relations order shall be assigned to the Global Payments 401(k) Plan.

(c) Promissory Notes. If any promissory note representing an outstanding

loan from the NDC 401(k) Plan is transferred to the Global Payments 401(k) Plan pursuant to Section 4.02(a) above, all of the documentation regarding such loan, including the promissory note and amortization and payment schedules shall be transferred to the administrator of the Global Payments 401(k) Plan immediately following the Distribution Date.

Section 4.04 Result of Transfer of Assets and Liabilities. Upon the

completion of the transfer of assets and benefit liabilities, the Global Payments 401(k) Plan shall be deemed to have assumed the Benefit Liabilities under the NDC 401(k) Plan with respect to the Global Payments 401(k) Participants, and neither the NDC 401(k) Plan nor NDC nor any NDC Entity shall have any further obligation or responsibility with respect to such benefit liabilities, which shall be considered for all purposes as having been satisfied as a result of such transfer.

#### ARTICLE V HEALTH AND WELFARE PLANS

Section 5.01 General Provisions.

(a) Cessation of Coverage. Effective as of the Distribution Date, all

Global Payments Health and Welfare Plan Participants, together with dependents and survivors thereof, shall cease to be covered by the NDC Health and Welfare Plans.

(b) Assumption of Health and Welfare Plan Liabilities. The following

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persons shall be referred to as "Global Payments Health and Welfare Plan Participants": (i) each Global Payments Employee; (ii) each former employee of NDC or an NDC Entity whose last

-9-

employment was with a member of the Global Payments Group; and (iii) any other person who is designated in writing by NDC and Global Payments as being a Global Payments Health and Welfare Plan Participant. Except as otherwise expressly provided in this Article V, Immediately After the Distribution Date, all Benefit Liabilities relating to Global Payments Health and Welfare Plan Participants under the NDC Health and Welfare Plans shall cease to be Benefit Liabilities of the NDC Health and Welfare Plans and shall be assumed by the corresponding Global Payments Health and Welfare Plans. The Benefit Liabilities to be transferred include but are not limited to (i) all liability for claims incurred prior to but not paid as of the Distribution Date for the Global Payments Health and Welfare Plan Participants; (ii) COBRA health care continuation coverage for each Global Payments Health and Welfare Plan Participant; (iii) short-term and long-term disability claims of all Global Payments Health and Welfare Plan Participants arising from disabilities that occurred prior to the Distribution Date; (iv) accrued but unused vacation days as of the Distribution Date; and (v) all liability for claims incurred but not paid prior to the Distribution Date under any flexible spending accounts maintained by NDC or any NDC Entity pursuant to Section 125 of the Code. The Benefit Liabilities to be transferred shall not include liability for claims incurred under the NDC Group Life Program as of the Distribution Date. The obligation of Global Payments Health and Welfare Plans to assume any of such Benefit Liabilities that are fully insured is contingent upon Global Payments' insurance carrier agreeing to cover such Liabilities.

(c) Postretirement Life Insurance Benefits. Immediately After the

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Distribution Date, all Benefit Liabilities relating to life insurance provided under any NDC Health and Welfare Plan to retired employees who are designated as Global Payments Pension Participants shall cease to be Benefit Liabilities of the NDC Health and Welfare Plans and shall be assumed by the corresponding Global Payments Health and Welfare Plans, but only if Global Payments' insurance carrier agrees to cover such Benefit Liabilities.

(d) Certain Health and Welfare Plans. Notwithstanding Section 5.02(b), the

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aggregate NDC Medical Plan accrued liability account for NDC and all subsidiaries immediately prior to the Distribution will be allocated between NDC and Global Payments based upon the relative payrolls for the current fiscal year to the Distribution Date for the businesses being conveyed to Global Payments in the Distribution and the businesses being retained by NDC following the Distribution. A similar procedure shall be followed for the NDC Dental Plan and the NDC Vision Plan.

(e) Flexible Spending Accounts.. If, as of the Distribution Date, the

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aggregate compensation withheld during the current plan year for all Global Payments Health and Welfare Participants under any flexible spending accounts maintained by NDC or any NDC Entity pursuant to Section 125 of the Code, minus the aggregate payments to all of such Participants from such accounts for the current plan year, is positive, then, as soon as practicable following the Distribution Date, NDC shall transfer to Global Payments an amount equal to such positive amount. If, as of the Distribution Date, such aggregate compensation withheld, minus such aggregate payments, is negative, then, as soon as practicable following the Distribution Date, Global Payments shall transfer to NDC an amount equal to such negative amount.

-10-

Section 5.02 Insurance Contracts.  
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(a) NDC shall use its best efforts to have each insurance carrier that insures an NDC Health or Welfare Plan (including the issuer of any stop-loss policy) issue a policy to Global Payments that is identical to the corresponding NDC policy (except for the identity of the named insured) effective Immediately After the Distribution Date for the Global Payments Health and Welfare Plan Participants. Each such policy shall be effective for the portion of the policy year that begins Immediately After the Distribution Date.

(b) Effect of Change in Rates. NDC and Global Payments shall use their -----  
reasonable efforts to cause each of the insurance companies, point-of-service vendors and third-party administrators providing services and benefits under the NDC Health and Welfare Plans and the Global Payments Health and Welfare Plans to maintain the premium and/or administrative rates based on the aggregate number of participants in both the NDC Health and Welfare Plans and the Global Payments Health and Welfare Plans through the expiration of the financial fee or rate guarantees in effect as of the Close of the Distribution Date. To the extent they are not successful in such efforts, NDC and Global Payments shall each bear the revised premium or administrative rates attributable to the individuals covered by their respective Health and Welfare Plans.

Section 5.03 Post-Distribution-Transitional Arrangements.  
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(a) Continuance of Elections, Co-Payments and Maximum Benefits.  
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(i) Global Payments shall cause the Global Payments Health and Welfare Plans to recognize and maintain all coverage and contribution elections made by Global Payments Health and Welfare Plan Participants under the NDC Health and Welfare Plans and apply such elections under the Global Payments Health and Welfare Plans for the remainder of the period or periods for which such elections are by their terms applicable. The transfer or other movement of employment from NDC to Global Payments at any time before the Close of the Distribution Date shall neither constitute nor be treated as a "status change" under the NDC Health and Welfare Plans or the Global Payments Health and Welfare Plans.

(ii) Global Payments shall cause the Global Payments Health and Welfare Plans to recognize and give credit for (A) all amounts applied to deductibles, out-of-pocket maximums, and other applicable benefit coverage limits with respect to which such expenses have been incurred by Global Payments Health and Welfare Plan Participants under the NDC Health and Welfare Plans for the remainder of the year (or other applicable limitation period) in which the Distribution occurs, and (B) all benefits paid to Global Payments Health and Welfare Plan Participants under the NDC Health and Welfare Plans for purposes of determining when such persons have reached their lifetime maximum benefits under the Global Payments Health and Welfare Plans.

(iii) Global Payments shall use reasonable efforts to cause the respective insurance carriers to recognize and maintain all irrevocable assignments and accelerated

option elections made by Global Payments Health and Welfare Plan Participants under the NDC Group Life Program.

(b) Health and Welfare Plans Subrogation Recovery. After the Close of the -----  
Distribution Date, (i) NDC shall pay to Global Payments any amounts NDC recovers from time to time through subrogation or otherwise for claims incurred by or reimbursed to any Global Payments Health and Welfare Plan Participant; and (ii) Global Payments shall pay to NDC any amounts Global Payments recovers from time to time through subrogation or otherwise for claims incurred by or reimbursed to employees and former employees of NDC or an NDC Entity and their respective beneficiaries and dependents (other than Global Payments Health and Welfare Plan Participants).

ARTICLE VI  
EQUITY COMPENSATION AND SERP BENEFITS

Section 6.01. Stock Options.

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(a) NDC Employees. Except as provided in Section 6.01(c) below, all NDC

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Options will be adjusted as described below in this Section 6.01(a), so that, immediately after giving effect to the Distribution, the aggregate intrinsic value of the NDC Options will be equal to or less than the aggregate intrinsic value of the NDC Options immediately before giving effect to the Distribution. To accomplish the foregoing, NDC shall cause each NDC Option that is outstanding at the Close of the Distribution Date (other than certain of those held by Robert A. Yellowlees, as provided in Section 6.01(c)) to be adjusted to reflect the effect of the Distribution (each such option shall be called an "Adjusted NDC Option"). Each Adjusted NDC Option shall provide for the option to purchase a number of shares of NDC Common Stock equal to the product of the number of shares of NDC Common Stock subject to the NDC Option as of the Close of the Distribution Date multiplied by the NDC Price Ratio, and then rounded down to the nearest whole share. The per-share exercise price of such Adjusted NDC Option shall equal the quotient obtained by dividing the per-share exercise price of the NDC Option as of the Close of the Distribution Date by the NDC Price Ratio and then rounding up to the nearest cent. Each Adjusted Option shall otherwise have the same terms and conditions as were applicable to the NDC Option as of the Close of the Distribution Date.

(b) Global Payments Employees. Solely for purposes of Section 6.01(a), any

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Global Payments Employee holding an NDC Option (or an Adjusted NDC Option) shall be considered as of the Close of the Distribution Date to have incurred a termination of employment with NDC for a reason other than (i) cause, retirement, death or disability or (ii) following a change in control, for purposes of the NDC Equity Incentive Plan under which it was granted and any option agreement or other contract evidencing such NDC Option. Such NDC Option shall be exercisable and subject to termination as provided in such plan, agreement or contract (i.e., in most cases, Adjusted NDC Options held by Global Payments Employees would cease to vest as of the Close of Distribution Date, any of such options that were not vested would be forfeited as of the Close of the Distribution Date and any such options that were vested would expire 90 days

-12-

or less after the Distribution Date). To the extent that any Global Payments Employee forfeits an NDC Option as a result of the Distribution, either because the NDC Option was unvested at the Close of the Distribution Date or because it was voluntarily surrendered to NDC as of the Close of the Distribution Date, Global Payments will replace such forfeited NDC Option with an option to acquire Global Payments Common Stock (collectively, the "Replacement Global Payments Options") which will have an aggregate intrinsic value equal to or less than the aggregate intrinsic value of the forfeited NDC Options. The Replacement Global Payments Options will have the same vesting and terms as the forfeited NDC Options they replace, except that:

(i) each Replacement Global Payments Option will be exercisable for that number of whole shares of Global Payments Common Stock equal to the product of the number of shares of NDC Common Stock that were subject to the forfeited NDC Option as of the Close of the Distribution Date multiplied by the Global Payments Price Ratio, rounded down to the nearest whole number of shares of Global Payments Common Stock, and

(ii) the per share exercise price for the shares of Global Payments Common Stock issuable upon exercise of such Replacement Global Payments Option will be equal to the quotient obtained by dividing the exercise price per share of NDC Common Stock as to which the forfeited NDC Option was exercisable as of the Close of the Distribution Date by the Global Payments Price Ratio, and then rounding up to the nearest whole cent.

It is the intention of NDC and Global Payments that the Replacement Global Payments Options meet the following criteria: (i) the aggregate intrinsic value of the Replacement Global Payments Options immediately after giving effect to the Distribution will not be greater than the aggregate intrinsic value of the corresponding forfeited NDC Options immediately before giving effect to the Distribution; (ii) with respect to each such Replacement Global Payments Option, the ratio of the exercise price per share to the Global Payments Stock Value will not be not less than the ratio of the exercise price per share of the forfeited NDC Option to the NDC Pre-Distribution Stock Value; and (iii) the Replacement Global Payments Options will otherwise have the same terms and



conditions as were applicable to the forfeited NDC Options they replace.

(c) Chairman of NDC and Global Payments. Notwithstanding the above,  
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because Robert A. Yellowlees will have continuing responsibilities for NDC and Global Payments after the Distribution as the Chairman of their respective Boards of Directors, the NDC Options held by him at the Close of the Distribution Date (other than those NDC Options that will by their terms expire shortly after the Distribution, which will be adjusted as provided in Section 6(a)) will be split into options to acquire NDC Common Stock and Global Payments Common Stock, as follows.

Each NDC Option held by Mr. Yellowlees at the Close of the Distribution Date (other than those NDC Options that will by their terms expire shortly after the Distribution) will be adjusted as follows. The number of shares of NDC Common Stock into which such option is exercisable shall remain unchanged from the number of shares subject to the option as of the Close of the Distribution Date. The per-share exercise price will be adjusted by dividing the

-13-

same by the NDC Price Ratio and then rounding up to the nearest cent (i.e., such new price will bear the same ratio to the NDC Post-Distribution Stock Value as the former exercise price bore to the NDC Pre-Distribution Stock Value). All other terms of his NDC Options, including the time for vesting and exercise, will remain unchanged.

In addition, for each NDC Option held by him at the Close of the Distribution Date (other than those NDC Options that will by their terms expire shortly after the Distribution), Global Payments will grant to Mr. Yellowlees an option to acquire the largest number of whole shares of Global Payments Common Stock determined by multiplying (i) the number of shares of NDC Common Stock subject to the NDC Option as of the Close of the Distribution Date, by (ii) the number of shares of Global Payments Common Stock to be distributed for each one share of NDC Common Stock in the Distribution. The per-share exercise price of such Global Payments Option will be determined by dividing the per-share pre-adjustment exercise price of such NDC Option as of the Close of the Distribution Date by the Global Payments Price Ratio and then rounding up to the nearest cent (i.e., such exercise price will bear the same ratio to the Global Payments Stock Value as the exercise price of his corresponding NDC Option bore to the NDC Pre-Distribution Stock Value). All other terms of his Global Payments Options, including the time for vesting and exercise, will be the same as in his adjusted NDC Options.

The aggregate intrinsic value of Mr. Yellowlees' Global Payments Options and NDC Options immediately after giving effect to the Distribution will not be greater than the aggregate intrinsic value of his NDC Options as of the time immediately before giving effect to the Distribution.

#### Section 6.02 Restricted Stock. -----

(a) NDC Employees. Restricted stock awards held by NDC employees at the  
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Close of the Distribution Date will not be affected by the Distribution, except that the holders thereof will receive a distribution of Global Payments Common Stock as part of the Distribution. The shares of Global Payments Common Stock distributed in respect of such shares of restricted NDC Common Stock will bear the same restrictions and risks of forfeiture as apply to the shares of restricted NDC Common Stock as to which they were distributed.

(b) Global Payments Employees. Solely for purposes of Section 6.02(a), any  
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Global Payments Employee holding an NDC restricted stock award shall be considered as of the Close of the Distribution Date to have incurred a termination of employment with NDC for a reason other than (i) cause, retirement, death or disability or (ii) following a change in control, for purposes of the NDC Equity Incentive Plan under which such award was granted and any agreement evidencing such NDC restricted stock award. To the extent that any Global Payments Employee forfeits an NDC restricted stock award as a result of the Distribution, either because the award is automatically forfeited upon the holder's termination of employment from NDC or because the award was voluntarily surrendered to NDC as of the Close of the Distribution Date, Global Payments will replace such forfeited NDC restricted stock award with a Global

Payments restricted stock award (collectively, the "Replacement Global Payments Restricted Stock Awards"). Each such Replacement Global Payments Restricted Stock Award shall consist of

-14-

that number of shares of Global Payments Common Stock determined by dividing the fair market value of the forfeited NDC restricted stock award immediately before giving effect to the Distribution (based on the NDC Pre-Distribution Stock Value) by the Global Payments Stock Value. Such Replacement Global Payments Restricted Stock Awards shall have the same restrictions, terms and conditions (including the remaining vesting periods) as were applicable to the corresponding forfeited NDC restricted stock awards, except that references to employment shall refer to employment by Global Payments or its Affiliates rather than by NDC or its Affiliates. NDC shall use reasonable efforts to cancel any certificates in such Global Payments Employees' names with respect to restricted shares of NDC Common Stock.

Section 6.03 Employee Stock Purchase Plan. NDC intends to terminate its

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current Employee Stock Purchase Plan at the earlier of the Distribution Date or the end of the current offering period. Until such time, Global Payments Employees (including for this purpose any employee of NDC who is designated as an employee of the Global Payments Group for purposes of the Distribution) shall continue to be eligible for participation in the NDC Employee Stock Purchase Plan. Effective as of the Distribution Date (or such other date as NDC and Global Payments may mutually agree), Global Payments and NDC shall each establish substantially similar Employee Stock Purchase Plans for the benefit of their respective employees after the Distribution.

Section 6.04 Supplemental Executive Retirement Plan. At or prior to the

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Distribution Date, Global Payments shall establish a supplemental executive retirement plan (the "Global Payments SERP") for the benefit of each Global Payments Employee who was a participant in the NDC SERP on the Distribution Date, which shall (i) be substantially similar to the NDC SERP in all material respects; and (ii) recognize for all purposes thereunder the service of each Global Payments Employee that was recognized under the NDC SERP. Effective as of the Distribution Date, the Global Payments SERP shall assume and Global Payments shall be solely responsible for the liabilities under the NDC SERP with respect to each Global Payments Employee. Neither NDC nor any NDC Entity shall have any liability, obligation, or responsibility after the Distribution Date for the accrued benefits of each Global Payments Employee under the NDC SERP. NDC shall cause to be transferred to either Global Payments or to a "rabbi trust" created by Global Payments in connection with the Global Payments SERP any life insurance policy which insures the life of a Global Payments Employee who will participate in the Global Payments SERP. If, as of the Distribution Date, the cash surrender value of any life insurance policy insuring the life of a Global Payments Employee is more than the present value of the benefit accrued by such Employee under the NDC SERP as of the Distribution Date (with present value being the "accumulated benefit obligation" as determined under Financial Accounting Standard No. 87 ("ABO") as of the Distribution Date), then as soon as practicable following the Distribution Date, Global Payments shall transfer to NDC an amount equal to such excess. If, as of the Distribution Date, the cash surrender value of any life insurance policy insuring the life of a Global Payments Employee is less than the present value of the benefit accrued by such Employee under the NDC SERP as of the Distribution Date (with present value being the ABO as of the Distribution Date), then as soon as practicable following the Distribution Date, NDC shall transfer to Global Payments an amount equal to such deficit.

-15-

ARTICLE VII  
GENERAL AND ADMINISTRATIVE

Section 7.01 Non-Termination of Employment, No Third-Party Beneficiaries.

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No provision of this Agreement or the Distribution Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any Global Payments Employee or other future, present or former employee of NDC, an NDC Entity, Global Payments, or a Global Payments Entity under any NDC Plan or Global Payments Plan or otherwise. Without

limiting the generality of the foregoing: (i) except as expressly provided in Section 6.01(a), the Distribution shall not cause any employee to be deemed to have incurred a termination of employment which entitles such individual to the commencement of benefits under any of the NDC Plans, any of the Global Payments Plans, or any individual agreements; and (ii) except as expressly provided in this Agreement, nothing in this Agreement shall preclude Global Payments, at any time after the Close of the Distribution Date, from merging, amending, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Global Payments Plan, any benefit under any Plan or any trust, insurance policy or funding vehicle related to any Global Payments Plan, and, beginning one year after the Close of the Distribution Date, from merging, amending, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Global Payments Plan, any benefit under any Plan or any trust, insurance policy or funding vehicle related to any Global Payments Plan without regard to any provision in this Agreement.

Section 7.02 Beneficiary Designations and Elections. To the extent

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permitted by law, all beneficiary designations and other elections made by Global Payments Employees for NDC Plans shall be transferred to and be in full force and effect under the corresponding Global Payments Plans until such beneficiary designations or elections are replaced or revoked by the Global Payments Employee who made the beneficiary designation or election. See also Section 5.03(a) (i).

Section 7.03 Consent of Third Parties. If any provision of this Agreement

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is dependent on the consent of any third party (such as a vendor) and such consent is withheld, NDC and Global Payments shall use their reasonable efforts to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, NDC and Global Payments shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase "reasonable efforts" as used herein shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

Section 7.04 Sharing of Participant Information. "Participant Information"

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means medical information, employment information, social security numbers and all other personally identifiable information. Except as limited by applicable state and federal law, NDC and Global Payments shall share, NDC shall cause each applicable NDC Entity to share, and Global Payments shall cause each applicable Global Payments Entity to share, with each other and their respective agents and vendors (without obtaining releases) all Participant Information necessary for the efficient and accurate administration of each of the NDC Plans and the Global Payments

-16-

Plans. Because of the sensitivity of such information, NDC and Global Payments shall take all safeguards and precautions necessary to insure the confidentiality of Participant Information. NDC shall be liable for any breach of confidentiality with respect to such Participant Information by NDC or NDC Entities, vendors or agents. Global Payments shall be liable for any breach of confidentiality with respect to such Participant Information by Global Payments or Global Payments Entities, vendors or agents. The Participant Information shall not be used for purposes other than those stated in this Agreement, unless required pursuant to legal process or unless prescribed by statute or government regulation. Notwithstanding any other provision herein, during the term of this Agreement, and thereafter, each party shall:

- (i) not disclose any Participant Information to unaffiliated persons, or to personnel who do not have a need to use such Participant Information for purposes of administering each of the NDC Plans and the Global Payments Plans, without the written authority of the other party;
- (ii) require any subcontractor or vendor utilized by either party to maintain a level of confidentiality consistent with the terms of these provisions.

NDC and Global Payments and their respective authorized agents shall, subject to applicable laws on confidentiality, be given reasonable and timely access to, and may make copies of, all information relating to the subjects of

this Agreement in the custody of the other party, to the extent necessary for the administration of the NDC Plans and the Global Payments Plans. Until December 31, 2000, or such other date as the parties may mutually agree, all Participant Information shall be provided in a manner and medium that is compatible with the data processing systems of NDC as in effect on the Close of the Distribution Date, unless otherwise agreed to by NDC and Global Payments.

Section 7.05 Indemnity.  
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(a) In any situation where the liabilities or obligations of a Plan maintained by NDC or an NDC Entity prior to the Distribution Date are divided between NDC and Global Payments under this Agreement so that each party maintains part of such Plan after the Distribution Date (such as the NDC Pension Plan and the NDC 401(k) Plan), there shall be equitably shared by NDC and Global Payments, in proportion to the liabilities retained or assumed with respect to such Plan as of the Distribution Date over the total liabilities of such Plan as of the Distribution Date, any and all claims, losses, liabilities, obligations, costs, costs of defense (as and when incurred, and including reasonable outside attorneys' and consultants' fees), expenses, fines, taxes, levies, imposts, duties, deficiencies, assessments, charges, penalties, allegations, demands, damages (including but not limited to actual, punitive or consequential, foreseen or unforeseen, known or unknown), settlements, awards or judgments of any kind or nature whatsoever arising out of, or with respect to, the liabilities and obligations of such Plan, other than acts or omissions occurring after the Distribution Date. The parties intend for this Section 7.05(a) to address unusual or unexpected liabilities that occur with respect to a Plan after the Distribution Date, such as a claim for breach of fiduciary duty with respect to a Plan, rather liabilities for payment of benefits in the normal course, and this Section shall be so interpreted.

-17-

(b) Global Payments shall defend, indemnify and save and hold harmless NDC, its subsidiaries, any of their respective directors, shareholders, officers, employees, agents, consultants, representatives, successors, transferees or assignees from and against any and all claims, losses, liabilities, obligations, costs, costs of defense (as and when incurred, and including reasonable outside attorneys' and consultants' fees), expenses, fines, taxes, levies, imposts, duties, deficiencies, assessments, charges, penalties, allegations, demands, damages (including but not limited to actual, punitive or consequential, foreseen or unforeseen, known or unknown), settlements, awards or judgments of any kind or nature whatsoever arising out of, or with respect to, the liabilities and obligations assumed, and agreements made, by Global Payments pursuant to this Agreement. NDC shall defend, indemnify and save and hold harmless Global Payments, its subsidiaries, any of their respective directors, shareholders, officers, employees, agents, consultants, representatives, successors, transferees or assignees against any and all claims, losses, liabilities, obligations, costs, costs of defense (as and when incurred, and including reasonable outside attorneys' and consultants' fees), fines, taxes, levies, assessments, charges, penalties, allegations, demands, damages (including but not limited to actual, punitive or consequential, foreseen or unforeseen, known or unknown), settlements, awards or judgments of any kind or nature whatsoever arising out of, or with respect to, any liabilities and obligations retained or assumed, and agreements made, by NDC pursuant to this Agreement.

ARTICLE VIII  
MISCELLANEOUS

Section 8.01 Effect if Distribution Does Not Occur. If the Distribution  
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does not occur, then all actions and events that are, under this Agreement, to be taken or occur effective as of the Close of the Distribution Date, Immediately After the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed to by Global Payments and NDC.

Section 8.02 Relationship of Parties. Nothing in this Agreement shall be  
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deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and

no act of the parties, shall be deemed to create any relationship between the parties other than the relationship set forth herein.

Section 8.03 Affiliates. Each of NDC and Global Payments shall cause to  
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be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by an NDC Entity or a Global Payments Entity, respectively.

Section 8.04 Governing Law. To the extent not preempted by applicable  
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federal law, this Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia, irrespective of the choice of laws principles of such state, as to all matters, including matters of validity, construction, effect, performance and remedies.

-18-

Section 8.05 Entire Agreement, Construction. This Agreement and the  
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Ancillary Agreements (as defined in the Distribution Agreement), including, without limitation, any annexes, schedules and exhibits hereto or thereto, and other agreements and documents referred to herein and therein, will together constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the parties of any nature, whether oral or written, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Distribution Agreement, the Transition Support Agreement, the Intercompany Information Services Agreement, the Intellectual Property Rights Agreement, the Tax Sharing and Indemnification Agreement or the Real Estate Agreement, the provisions of this Agreement shall control.

Section 8.06 Expenses. Except as expressly set forth in this Agreement,  
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all costs and expenses incurred through the Close of the Distribution Date with respect to any employee matters described herein shall be charged to and paid by NDC. Except as otherwise set forth in this Agreement, all costs and expenses incurred following the Distribution Date with respect to any employee matters described herein shall be charged to and paid by the party for whose benefit the expenses are incurred, with any expenses that cannot be allocated on such basis to be split equally between the parties.

Section 8.07 Notices. All notices and communications under this Agreement  
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shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, and, (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to NDC, to:

National Data Corporation  
National Data Plaza  
Atlanta, GA 30329  
Attention: General Counsel

If to Global Payments, to:

Global Payments Inc.  
Four Corporate Square  
Atlanta, GA 30329  
Attention: General Counsel

Either party may, by written notice delivered to the other party in accordance with this Section 8.07, change the address to which delivery of any notice shall thereafter be made.

-19-

Section 8.08 Disputes. All disputes arising from or in connection with  
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this Agreement, whether based on contract, tort, statute or otherwise, including, but not limited to, disputes in connection with claims by third parties (collectively, "Disputes"), shall be resolved only in accordance with the provisions of Section 15.10 of the Distribution Agreement.

Section 8.09 Amendment and Waiver. This Agreement may not be altered or  
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amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such alteration, amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 8.10 Assignment. Neither party to this Agreement will convey,  
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assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party in its sole and absolute discretion, except that other than as expressly provided herein any party may (without obtaining any consent) assign any of its rights hereunder to a successor to all or any part of its business. Any such conveyance, assignment or transfer requiring the prior written consent of another party which is made without such consent will be void ab initio. No assignment of this Agreement will relieve the assigning party of its obligations hereunder.

Section 8.11 Captions. The article, section and paragraph captions herein  
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and the table of contents hereto are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered articles or sections are to articles and sections of this Agreement and all references herein to annexes or schedules are to annexes and schedules to this Agreement.

Section 8.12 Severability. If any provision of this Agreement or the  
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application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. If the economic or legal substance of the matters contemplated hereby is affected in any manner adverse to any party as a result thereof, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 8.13 Parties in Interest. Neither of the parties hereto may  
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assign its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement,

-20-

express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the NDC Group and the Global Payments Group.

Section 8.14 Schedules. All annexes and schedules attached hereto are  
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hereby incorporated in and made a part of this Agreement as if set forth in full herein. Capitalized terms used in the schedules hereto but not otherwise defined therein will have the respective meanings assigned to such terms in this Agreement.

Section 8.15 Waivers; Remedies. No failure or delay on the part of either  
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NDC or Global Payments in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either NDC or Global Payments of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at law or in equity.

Section 8.16 Further Assurances and Consents. In addition to the actions

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specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using its reasonable efforts to obtain any consents and approvals, make any filings and applications and remove any liens, claims, equity or other encumbrance on an Asset of the other party necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any

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consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 8.17 Counterparts. This Agreement may be executed in one or more

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counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same Agreement.

(Signatures continued on following page)

(Signatures continued from previous page)

IN WITNESS WHEREOF, the parties have caused this Employee Benefits Agreement to be duly executed as of the day and year first above written.

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----

Title: Chief Financial Officer  
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GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
-----

Title: Chief Executive Officer  
-----

TRANSITION SUPPORT AGREEMENT

This TRANSITION SUPPORT AGREEMENT is executed and made effective as of January 31, 2001, between National Data Corporation, a Delaware corporation ("NDC"), and Global Payments Inc., a Georgia corporation ("Global Payments").

BACKGROUND

A. The Board of Directors of NDC has determined that it is in the best interests of NDC and its shareholders for NDC to transfer and assign to Global Payments the capital stock of National Data Payment Systems, Inc., Global Payment Holding Company, NDC Holdings (UK) Ltd., Merchant Services U.S.A. and their respective subsidiaries (the "NDC eCommerce Subsidiaries") that hold all of the assets and liabilities that currently constitute NDC's eCommerce business and a 0.85% general partnership interest in GPS Holding Limited Partnership as a contribution to the capital of Global Payments and to receive in exchange therefor shares of Global Payments common stock, and to thereafter make a distribution (the "Distribution") to the holders of NDC common stock of all of the outstanding shares of Global Payments common stock at the rate of eight-tenths (0.8) of a share of Global Payments common stock for every one share of NDC common stock outstanding pursuant to a Distribution Agreement, dated as of the date hereof, between NDC and Global Payments (the "Distribution Agreement");

B. The parties intend that the agreements contained herein will be effective at the Effective Time (as defined in the Distribution Agreement); and

C. The parties hereto deem it to be appropriate and in the best interests of the parties that they provide certain services to each other on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Description of Services.

(a) NDC shall, subject to the terms and provisions of this Agreement:

(i) provide Global Payments with general services of a financial, technical, commercial, administrative and/or advisory nature as set forth on Exhibits A through C hereto and (ii) render such other specific services as Global Payments may from time to time reasonably request, subject to NDC's sole discretion and its being in a position to supply such additional services at the time of such request.

(b) Global Payments shall, subject to the terms and provisions of this Agreement: (i) provide NDC with services as set forth on Exhibit D hereto

and (ii) render such other services as NDC may from time to time reasonably request, subject to Global Payments' sole discretion and its being in a position to supply such additional services at the time of the request.

Each of NDC and Global Payments, as the case may be, shall use commercially reasonable efforts to provide the services described in the exhibits hereto and to transition from using the services provided by the other under this Agreement on or prior to the termination of the term for the provision of such services. Additionally, each of NDC and Global Payments agree that they shall use commercially reasonable efforts to assist, as necessary, in the development of the respective transition plans described in the exhibits hereto and shall provide assistance and training to the other as may be necessary to assure a smooth and orderly transition.

2. Consideration for Services. Global Payments shall pay NDC for all the

services described on Exhibits A through C and Exhibit E and NDC shall pay



Global Payments for all the services described on Exhibit D at the rates  
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specified in each such exhibit.

3. Terms of Payment. Except as otherwise set forth on a particular  
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exhibit hereto, within fifteen (15) business days after the end of each month during the term of this Agreement, each party providing services pursuant to this Agreement ("Provider") will submit a written invoice to the party receiving such services ("Recipient") for service fees for the immediately preceding month together with an accounting of the charges for the immediately preceding month's services. Recipient agrees to pay Provider all costs allocated to it in accordance with this Agreement and all other charges that Provider is entitled to charge pursuant to this Agreement by wire transfer to a bank account designated by Provider electronically at the time of Recipient's receipt of an invoice as provided in this Section 3. If any portion of an amount due to Provider under this Agreement is subject to a dispute between the parties, Recipient shall nonetheless pay and remit to Provider on the date such amount is due all amounts not disputed in good faith by Recipient. Interest shall accrue at a rate of 8% per annum on any amounts not received by Provider within one (1) business day after receipt by Receiver of the invoice. The amount of any monthly service fee shall be prorated to correspond with the portion of a given month for which services were actually rendered.

4. Method of Payment. All amounts payable by Global Payments and NDC for  
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the services rendered by the other pursuant to their Agreement shall be remitted to NDC or Global Payments, as the case may be, in United States dollars in the form of a wire transfer.

5. WARRANTIES. THIS IS A SERVICE AGREEMENT. EXCEPT AS EXPRESSLY STATED  
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IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES OR GUARANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

-2-

6. Liability; Indemnification; Dispute Resolution.  
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(a) In no event shall either NDC or Global Payments have any liability, whether based on contract, tort (including, without limitation, negligence), warranty or any other legal or equitable grounds, for any punitive, consequential, special, indirect or incidental loss or damage suffered by the other arising from or related to this Agreement, including without limitation, loss of data, profits, interest or revenue, or interruption of business, even if the party providing the services hereunder is advised of the possibility of such losses or damages.

(b) The limitations set forth in Section 6(a) above shall not apply to liabilities which may arise as the result of willful misconduct or gross negligence of the party providing the services hereunder.

(c) Effective as of the date of this Agreement, Global Payments shall indemnify, defend and hold harmless NDC and its affiliates and their respective directors, officers, employees and agents (the "NDC Indemnitees") from and against any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any and all actions or threatened actions) ("Indemnifiable Losses") incurred or suffered by any of the NDC Indemnitees arising from, related to or associated with (i) NDC's furnishing or failure to furnish the services provided for in this Agreement, other than liabilities arising out of the willful misconduct or gross negligence of the NDC Indemnitees and (ii) the gross negligence or willful misconduct of Global Payments in furnishing or failing to furnish the services to be provided by Global Payments in this Agreement, provided however, in no event shall Global Payments be  
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obligated to indemnify the NDC Indemnitees (taken together) under this Section 6(c) for Indemnifiable Losses arising out of Global Payments' gross negligence in an amount in excess of three times the service fee charged for the category of service related to the Indemnifiable Loss in the month in which the act or failure to act by Global Payments that gave rise to such Indemnifiable Loss occurs.

(d) Effective as of the date of this Agreement, NDC shall indemnify, defend and hold harmless Global Payments and its affiliates and their respective directors, officers, employees and agents (the "Global Payments Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Global Payments Indemnitees arising from, related to or associated with (i) Global Payments' furnishing or failure to furnish the services provided for in this Agreement, other than liabilities arising out of the willful misconduct or gross negligence of the Global Payments Indemnitees, and (ii) the gross negligence or willful misconduct of NDC in furnishing or failing to furnish the services to be provided by NDC to Global Payments in this Agreement, provided

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however, in no event shall NDC be obligated to indemnify the Global Payments

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Indemnitees (taken together) under this Section 6(d) for Indemnifiable Losses arising out of NDC's gross negligence in an amount in excess of three times the service fee charged for the category of service related to the Indemnifiable Loss in the month in which the act or failure to act by NDC that gave rise to such Indemnifiable Loss occurs.

-3-

(e) Any disputes arising under this Agreement shall be resolved in accordance with Section 15.02 of the Distribution Agreement.

#### 7. Termination.

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(a) Each category of service provided under this Agreement shall terminate at the end of the period set forth on the Exhibit describing such service.

(b) Notwithstanding Section 7(a) above, except as otherwise set forth on a particular exhibit hereto, either NDC or Global Payments may, at its option, upon no less than sixty (60) days prior written notice to the other (or such other period as the parties may mutually agree in writing or provide with respect to any services in any Exhibit hereto), direct the other to no longer provide a particular category of service.

(c) Notwithstanding Sections 7(a) and 7(b) above, except as otherwise set forth on a particular exhibit, this Agreement may be terminated in its entirety in accordance with the following:

(i) Upon written agreement of the parties;

(ii) By either Global Payments or NDC for material breach by the other of any of the terms hereof if the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party;

(iii) By either Global Payments or NDC, upon written notice to the other if the other shall become insolvent or shall make an assignment of substantially all of its assets for the benefit of creditors, or shall be placed in receivership, reorganization, liquidation or bankruptcy;

(iv) By NDC, upon written notice to Global Payments, if, for any reason, the ownership or control of Global Payments or any of Global Payments' operations, becomes vested in, or is made subject to the control or direction of, any direct competitor of NDC, but such termination shall be applicable only with respect to services provided by NDC to the portion of Global Payments' businesses that has been affected by the change in control.

(v) By Global Payments, upon written notice to NDC, if for any reason, the ownership or control of NDC or any of NDC's operations becomes vested in, or is made subject to the control or direction of, any direct competitor of Global Payments, but such termination shall be applicable only with respect to services provided by Global Payments to the portion of NDC's business that has been affected by the change in control.

(d) Upon any termination pursuant to Sections 7(b) and 7(c) above, NDC and Global Payments shall be compensated for all services performed to the date of termination in

accordance with the provisions of this Agreement, and NDC and Global Payments, as the case may be, will consider hiring certain employees of the other identified by the other prior to the termination to the extent that NDC or Global Payments, as the case may be, does not contract with third parties to provide the services rendered by NDC or Global Payments pursuant to this Agreement.

8. Amendment. This Agreement may be modified or amended only by the agreement of the parties hereto in writing, duly executed by the authorized representatives of each party.

9. Force Majeure. Any delays in or failure of performance by NDC or Global Payments shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of NDC or Global Payments, as the case may be, including, but not limited to: acts of God or the public enemy; compliance with any order or request of any governmental authority; acts of war; riots or strikes or other concerted acts of personnel; or any other causes beyond the reasonable control of NDC or Global Payments, whether or not of the same class or kind as those specifically named above.

10. Assignment. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto; provided, however, that either party may assign its rights, but not its obligations, under this Agreement in connection with the transfer of all or substantially all of the assets of the business of such party to which this Agreement relates. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

11. Confidentiality. Each party (as "Receiving Party") shall hold and cause its directors, officers, employees, agents, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information concerning the other party (as "Disclosing Party") (except to the extent that such information can be shown to have been (a) in the public domain through no fault of the Receiving Party (b) later lawfully acquired after the Effective Time on a non-confidential basis from other sources by the Receiving Party, or (c) was independently developed by the Receiving Party, as shown by the written business records of the Receiving Party, without use of any other information subject to the terms of this Agreement), and neither party shall release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors who shall be advised of the provisions of this Section 11 and be bound by them.

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

If to NDC, to:

National Data Corporation  
National Data Plaza  
Atlanta, Georgia 30329-2010  
Attention: General Counsel

If to Global Payments, to:

Global Payments Inc.

4 Corporate Square  
Atlanta, Georgia 30329-2010  
Attention: General Counsel

Either party may, by written notice delivered to the other party in accordance with this Section 12, change the address to which delivery of any notice shall thereafter be made.

13. Waiver. The failure of either party at any time or times to enforce  
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or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same.

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

15. Third Party Agreements. NDC and Global Payments recognize that  
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certain technology support services described in the exhibits hereto are provided by third party contractors under specific third party agreements ("Third Party Agreements"). NDC and Global Payments further recognize that the Third Party Agreements may have been entered into by either NDC or Global Payments and that the other receives technology support services as a result of the Third Party Agreements. NDC and Global Payments shall use their respective commercially reasonable efforts to cause the third party providers to continue to provide the technology support to the other under the terms of the Third Party Agreements as in effect as at the Effective Time.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN  
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ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

17. Counterparts. This Agreement may be executed in separate  
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counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same agreement.

-6-

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

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----  
Name: Randolph L. M. Hutto  
Title: Chief Financial Officer

GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
-----  
Name: Paul R. Garcia  
Title: Chief Executive Officer

-7-

EXHIBIT A  
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TAX SERVICES

1. Services. NDC will provide tax services as described on Schedule A-1  
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attached to this Exhibit A.  
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2. Cost. Global Payments shall pay NDC for the above services at the  
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rates set forth on Schedule A-1, on a monthly basis; provided however, that if  
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any employee(s) of NDC performing any service(s) listed on Schedule A-1 attached  
to this Exhibit A is hired by Global Payments to perform such service(s) for  
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Global Payments after the Effective Date, the rate for such service(s) shown on  
Schedule A-1 attached to this Exhibit A shall be reduced by the corresponding  
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decrease in costs to NDC (including salaries, benefits and target bonuses for  
such employee(s)) resulting from Global Payments' employment of such  
employee(s).

APPROVED:

NATIONAL DATA CORPORATION

By:/s/ Randolph L. M. Hutto  
-----

GLOBAL PAYMENTS INC.

By:/s/ Paul R. Garcia  
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SCHEDULE A-1  
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Tax Department Services

Beginning on the Distribution Date and continuing through March 31, 2001,  
unless Global Payments shall sooner request that they be terminated, NDC shall  
continue to provide for Global Payments those tax department services that NDC's  
tax department has historically performed for NDC as a whole, including its  
eCommerce business. Such services shall include, but not be limited to, the  
following:

Tax compliance and tax planning services related to the preparation of the  
May 31, 2000 federal, state, and foreign income tax returns.

Tax compliance services related to the preparation of any real and personal  
property tax returns as needed.

Assistance with the preparation of any sales tax returns if needed.  
(eCommerce sales tax returns are currently prepared directly by eCommerce staff)

Assistance related to any federal and state income tax, sales tax or  
property tax audits.

Assistance with tax planning related to acquisitions or divestitures.

NDC shall cause its employees and contractors performing the tax services  
described on this Schedule A-1 to maintain reasonably accurate records as to the  
portion of their time spent on tax matters for Global Payments. Each month  
Global Payments shall pay NDC for such services an amount equal to NDC's Fully  
Loaded Cost, as such term is defined below, for a fraction of such employee or  
contractor, which fraction shall equal the fraction of such employee's or  
contractor's time devoted to matters for Global Payments during the month, plus  
reimbursement of all out of pocket costs paid to third parties in connection  
with the performance of such services.

Fully Loaded Cost means the allocable portion of the wages, employee  
benefits, incentives and other payments to NDC employees and contractors,  
including occupancy costs related to such employees and contractors and the  
allocable portions of any direct variable cost and fixed operating cost incurred  
by NDC in supplying the services all determined in a manner consistent with

NDC's historical cost accounting practices.

Global Payments may terminate this Agreement with respect to any or all services being performed by NDC's tax department for Global Payments pursuant to this Schedule A-1 upon not less than sixty (60) days advance notice given as provided in this Agreement. Following the effective date of Global Payments' election to terminate all or any portion of the services to be provided pursuant to this Schedule A-1, NDC shall have no further obligation to Global Payments to provide any of the services so terminated.

EXHIBIT B

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SUPPORT SERVICES

1. Services. NDC will provide those support services of the types set  
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forth in the Service Level Agreement attached hereto as Schedule B-1 to this Exhibit B.  
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2. Cooperation. Global Payments and NDC shall cooperate in the temporary  
-----  
use of space by the other at their respective headquarters sites as described in Schedule B-1 to this Exhibit B.  
-----

APPROVED:

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----

GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
-----

SCHEDULE B-1

Stock Option Support

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Beginning on the Distribution Date and continuing for a period of six (6) months, NDC shall provide the services of Ms. B.J. Purcell, or any successor to Ms. B.J. Purcell at NDC for the purpose of handling recordkeeping regarding stock options granted or to be granted by Global Payments to its employees, officers, directors or consultants. Such services shall include, but not be limited to, the following:

NDC shall cause the employee or contractor performing such stock option support services to maintain reasonably accurate records as to the portion of such person's time devoted to handling matters for Global Payments. As compensation for such services, Global Payments shall reimburse NDC for a portion of NDC's Fully Loaded Cost, as such term is defined below, for such individual or individuals equal to the fraction of such person or person's time devoted to handling such matters for Global Payments, plus reimbursement for all out of pocket costs paid to third parties in connection with the performance of such services by Global Payments.

Fully Loaded Cost means the allocable portion of the wages, employee benefits, incentives and other payments to NDC employees and contractors, including occupancy costs related to such employees and contractors and the allocable portions of any direct variable cost and fixed operating cost incurred by NDC in supplying the services all determined in a manner consistent with NDC's historical cost accounting practices.

Office Sharing Moves  
-----

On a temporary basis, following the Distribution Date and for so long as reasonably necessary to accommodate moves of employees and equipment located at the NDC headquarters site, from space to be occupied by the other party under the lease of space by Global Payments, at NDC's headquarters site (the "Headquarters Lease"), certain employees and equipment of NDC may be required to remain in portions of the premises leased by Global Payments pursuant to the Headquarters Lease and certain of the employees and equipment of Global Payments may be required to remain in portions of NDC's premises not leased by Global Payments.

NDC shall reasonably cooperate with the occupancy by Global Payments' employees and equipment of portions of the site not leased to Global Payments and shall provide reasonable cooperation in connection with the removal of such employees and equipment to portions of the site leased by Global Payments. Global Payments shall reasonably cooperate with the occupancy by NDC employees and equipment of portions of the premises leased by Global Payments pursuant to the Headquarters Lease and shall provide reasonable cooperation with the removal of such employees and equipment from

such portions of the site in coordination with moves of Global Payments employees and equipment from portions of the site not leased by Global Payments.

Each of NDC and Global Payments shall be responsible for its employees and equipment occupying portions of the headquarters site to be primarily occupied by the other under the terms of the Headquarters Lease.

Neither NDC nor Global Payments shall be obligated to pay any rent or other charge with respect to the occupancy of its employees or equipment under the terms of this Schedule B-1; provided however, that each of NDC and Global Payments shall be responsible for any damages to the other or the other's property caused by its employees and equipment or the removal of its employees and equipment from space occupied on a temporary basis under the terms of this Schedule B-1.

-2-

EXHIBIT C  
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LEASING AND LEASE ADMINISTRATION SERVICES

1. Services. NDC will provide leasing and lease administration services  
-----  
as described on Schedule C-1 attached to this Exhibit C.  
-----

2. Cost. Global Payments shall pay NDC for the above services at the  
----  
rates set forth on Schedule C-1.

APPROVED:

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----

GLOBAL PAYMENTS INC.

By: /s/ Paul R. Garcia  
-----

Leasing Services

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Beginning on the Distribution Date and continuing for a period of twelve (12) months, NDC will assist Global Payments in connection with the negotiation of leases, lease modifications, lease renewals, lease amendments and such other similar leasing matters as may be reasonably requested by Global Payments from time to time.

The foregoing twelve (12) month term shall be automatically renewed for successive twelve (12) month periods beginning on each anniversary of the Distribution Date, provided that Global Payments shall have the right to cancel these services effective upon the expiration of any twelve (12) month term then in effect by written notice given, if at all, no less than ninety (90) days prior to the expiration of such (12) month term.

The annual fee for these services shall be \$119,000.00, paid in monthly installments of \$9,916.67. Global Payments shall also reimburse NDC for reasonable and actual travel expenses incurred by NDC in providing these services.

Lease Administration Services

-----  
Beginning on the Distribution Date and continuing for a period of twelve (12) months, NDC will assist Global Payments in the administration of Global Payments' facility leases and subleases (other than the Headquarters Lease). Such services shall include preparing rent schedules, maintaining a database of Global Payments' leases and subleases, performing operating costs reconciliations and performing such other similar services as may be reasonably requested by Global Payments from time to time.

The foregoing twelve (12) month term shall be automatically renewed for successive twelve (12) month periods beginning on each anniversary of the Distribution Date, provided that Global Payments shall have the right to cancel these services effective upon the expiration of any twelve (12) month term then in effect by written notice given, if at all, no less than ninety (90) days prior to the expiration of such (12) month term.

The annual fee for these services shall be \$60,000, and will be billed within thirty (30) days after the end of the applicable twelve (12) month period; provided, however, that such fee shall be reduced (not below zero) on a dollar for dollar basis for each dollar of commission rebates received by NDC from Cushman & Wakefield in connection with any of the leases, lease modifications, lease renewals, lease amendments or other leasing matters referred to above in the "Leasing Services" section of this Schedule C-1.

EXHIBIT D

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USE OF SPACE IN DON MILLS ONTARIO CANADA

1. Services. Global Payments will provide to NDC or a subsidiary of NDC use of -----  
certain space in the office leased by Global Payments in Don Mills Ontario as described on Schedule D-1 attached to this Exhibit D.  
-----

2. Cost. NDC shall pay Global Payments for the use of such space as described ----  
on Schedule D-1.

APPROVED:  
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NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----



GLOBAL PAYMENTS, INC.

By: /s/ Paul R. Garcia

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SCHEDULE D-1

-----

Use of Office Space

Beginning on the Distribution Date, NDC or a subsidiary of NDC ("Occupant") may continue to occupy a portion of the space currently leased by Global Payment Systems, LLC ("GPS") in One and Three Concord Gate, Don Mills Ontario Canada (the "Leased Premises"). The portion of the Leased Premises that shall be used by Occupant shall consist of approximately 2,000 rentable square feet of space in the Leased Premises currently associated with NDC's operation of computers located there. Occupant's use of such space shall be for the purpose of continuing the operation of computers and providing office space for NDC personnel involved in the operation and maintenance of such computers. NDC's use of such space shall commence on the Distribution Date and shall terminate at midnight on the expiration date of GPS' lease of the Leased Premises (the "Lease") unless the Lease is terminated earlier in accordance with its terms.

Occupant's right to occupy a portion of the Leased Premises is expressly subject to all terms of the Lease. NDC agrees to assume all obligations of GPS, as "Tenant" under its lease of such space, with respect to the space used by Occupant under the terms of this Agreement.

Any act or omission by Occupant that would constitute a default under the Lease shall, subject to the same notice and cure provisions provided in the Lease, be deemed a default by NDC under this Exhibit D. In addition, any

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failure by NDC to pay the fees provided for in this Exhibit D when due or any

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failure by NDC to perform any other obligations required under this Exhibit D

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and the continuance of such failure for five (5) days following notice from GPS to NDC of such failure, shall be deemed a default under this Exhibit D. Any

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such default by NDC shall entitled GPS to exercise any and all remedies available to "Landlord" under the Lease or any other remedies available at law or in equity under the laws of the Country of Canada, Province of Ontario.

NDC hereby agrees to indemnify and hold GPS harmless with regard to Occupant's use of a portion of the Leased Premises as provided herein to the same extent that GPS is required to indemnify and hold the Landlord harmless with respect to such space. NDC agrees to obtain and maintain during the period that Occupant occupies any portion of the Leased Premises pursuant to this Exhibit D insurance in the same amounts and of the same types (including any

-----  
required waiver of subrogation provisions or endorsements) required to be carried by GPS, as "Tenant" under the Lease, with regard to the Leased Premises.

Upon the expiration or earlier termination of Occupant's right to occupy a portion of the Leased Premises pursuant to this Exhibit D, NDC shall return such

-----  
portion of the Leased Premises to GPS in the condition required by the Lease, normal wear and tear damage by casualty or condemnation excepted.

Fee for Use of Space

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NDC shall pay to GPS for the use of the space pursuant to this Exhibit D, a

-----  
base amount equal to \$62,400 (Canadian) per year, payable in advance in monthly installments of Five Thousand Two Hundred One and Sixty-Seven One Hundredths Canadian Dollars (\$5,201.67) each due and payable on or before the first day of each calendar month commencing on the Distribution Date through the expiration and termination of NDC's right to occupy the space pursuant to this Exhibit D,

-----  
with appropriate pro rations for partial months. NDC will also pay as an additional fee (i) NDC's pro rata share (based on the 2,000 rentable square feet that may be used by Occupant compared to the total rentable square footage of

the Leased Premises) of (a) all Occupancy Costs (as defined in the Lease) and (b) cost for outside vendors and service providers engaged by GPS to provide janitorial, security or other services to the Leased Premises as a whole, and (ii) any amounts due under the Lease for separate or "other charges" (such as excess electrical, overtime, HVAC, damage expenses, etc.) and incurred at Occupant's request or otherwise allocable or attributable to the portion of the Leased Premises used by Occupant. All such additional fees shall be payable to GPS at the time and in the same manner such payments are due under the Lease, or as otherwise reasonably required by GPS from time to time.

-2-

EXHIBIT E

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PROVISION OF OFFICE SERVICES FOR CHAIRMAN OF BOARD OF DIRECTORS

1. Services. NDC will provide to Global Payments office space and  
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administrative services in NDC's headquarters building as described on Schedule E-1 attached to this Exhibit E.  
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2. Cost. Global Payments shall pay NDC for the use of such space and  
-----  
administrative assistance as described on Schedule D-1.

APPROVED:

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NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto

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GLOBAL PAYMENTS, INC.

By: /s/ Paul R. Garcia

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-3-

SCHEDULE E-1

Provision of Office Space and Administrative Assistant to Chairman of the Board

-----

Beginning on the Distribution Date and continuing for so long as Robert A. Yellowlees shall serve as Chairman of the Board of Directors of Global Payments, NDC shall provide Mr. Yellowlees with the use of office space in NDC's headquarters building, the services of an administrative assistant who shall also serve as administrative assistant to an executive or other employee of NDC, and other office administrative services necessary for the performance of Mr. Yellowlees' service as Chairman of the Board of Directors of Global Payments.

As compensation for such services, Global Payments shall pay to NDC, on a monthly basis, the sum of (i) \$846, which represents an assumed rental rate of \$19.65 per square foot on 517 square feet, which is one half (1/2) of the square feet of office space proposed to be occupied by Mr. Yellowlees and the administrative assistant working with him in NDC's headquarters building, plus (ii) \$2,298, which represents one-quarter (1/4) of the total burdened labor cost of the administrative assistant working with the Chairman.

TABLE OF CONTENTS

Article 1 Definitions and Rules of Construction.....	2
Section 1.1 Terms Defined in the Agreement.....	2
Section 1.2 Rules of Construction.....	2
Article 2 Provision of Services.....	2
Article 3 Nature of Engagement.....	3
Article 4 Allocation of Costs.....	3
Article 5 Acknowledgment of Unique Relationship.....	4
Article 6 Invoices and Payments.....	4
Section 6.1 Invoices.....	4
Section 6.2 Payment.....	5
Article 7 Term and Termination.....	5
Section 7.1 Initial Term.....	5
Section 7.2 Renewal Terms.....	5
Section 7.3 Extension of Telecom Carrier Contract Services.....	6
Section 7.4 Extension in Connection with Termination Assistance.....	6
Section 7.5 Termination.....	6
Section 7.6 Rights Upon Termination.....	6
Section 7.7 Cessation of Performance; Payment.....	7
Section 7.8 Termination Assistance Services.....	7
Section 7.9 Survival of Selected Provisions.....	8
Article 8 Ownership of Certain Equipment.....	8
Article 9 Service Levels.....	9
Section 9.1 General.....	9
Section 9.2 Future Service Levels.....	10
Section 9.3 Review and Remedy.....	10
Article 10 Project Management and Administration.....	10
Section 10.1 Senior Representatives; Monthly Reviews.....	10
Section 10.2 Account Managers; Weekly Meetings.....	10
Section 10.3 Capacity Planning.....	11
Section 10.4 Ad Hoc Project Planning.....	11
Section 10.5 Personnel	
Decisions.....	11
Section 10.6 Efficient Use of Resources.....	11
Article 11 Software.....	11
Section 11.1 Third Party Agreements.....	11
Section 11.2 Shared Software.....	12
Section 11.3 Use and Licensing Restrictions on Shared Software.....	12
Section 11.4 Derivative Works.....	13
Section 11.5 Application of Current Technology.....	13
Article 12 Warranties And Additional Undertakings.....	13
Section 12.1 By Provider.....	13
Section 12.2 Security.....	14
Section 12.3 Virus Avoidance.....	14
Section 12.4 Disabling Codes.....	14
Section 12.5 Pass-Through Warranties.....	14
Section 12.6 Disclaimer of Warranties.....	14
Section 12.7 Noninfringement.....	14
Section 12.8 Regulatory Proceedings and Compliance with Laws.....	15
Article 13 Confidential Information.....	15
Section 13.1 Confidential Information of Recipient.....	15

Section 13.2 Confidential Information of Provider.....	15
Section 13.3 Exclusions.....	15
Section 13.4 Disclosure.....	16
Article 14 Indemnities.....	16
Section 14.1 Losses Defined.....	16
Section 14.2 Indemnities for Certain Losses.....	16
Section 14.3 Limitation of Liability.....	17
Section 14.4 Exclusion of Certain Damages.....	17
Section 14.5 Duty to Mitigate.....	17
Section 14.6 Time Limit to Make Claims.....	17
Article 15 Dispute Escalation and Mediation.....	18
Section 15.1 Resolution of Disputes by Account Managers.....	18
Section 15.2 Involvement of Senior Representatives.....	18
Section 15.3 Involvement of Chief Executive Officers.....	18
Section 15.4 Non-binding Mediation.....	18
Section 15.5 Expenses of Mediation.....	18
Section 15.6 Sole Remedy Upon Failure of Mediation.....	19
Section 15.7 Continuation of Services and Obligations Pending Resolution of Disputes..	19
Article 16 Miscellaneous.....	19
Section 16.1 General Audit Rights.....	19
Section 16.2 No Audit Rights for Telecommunication.....	19
Section 16.3 Recipient Responsible for Third Party Electronic Interfaces.....	20
Section 16.4 Subcontracting.....	20
Section 16.5 Assignment.....	20
Section 16.6 Consents and Approvals.....	20
Section 16.7 Relationship of the Parties.....	20

Section 16.8 Non-solicitation or Hiring of Employees.....	21
Section 16.9 Expenses.....	21
Section 16.10 Notices.....	21
Section 16.11 Amendment and Waiver.....	22
Section 16.12 Entire Agreement.....	22
Section 16.13 Severability.....	22
Section 16.14 Governing Law.....	22
Section 16.15 Force Majeure.....	22
Section 16.16 Counterparts.....	22
Exhibit 1.01--Index of Terms Defined in the Agreement.....	24
Addendum I--Telecom Services.....	1
Telecom Carrier Contract Services.....	1
Telecom Support Services.....	1
Charges.....	1
Expiration / Extension of Current Telecom Carrier Contracts.....	1
Telecom Locations.....	1
Overview of Telecom Support Services.....	2
Specific Telecom Support Services.....	2
Personnel Levels and Skills Maintenance.....	4
Addendum II--Tandem Services.....	1
General.....	1
Locations.....	1
Specific Tandem Services.....	1
Interface Management.....	2
Personnel Levels and Skills Maintenance.....	2
Reporting.....	2
Addendum III--Transition Services.....	1
General.....	1
Locations.....	1
Specific Transition Support Services.....	1
Cessation of Transition Support Services.....	2
Addendum IV--Ad Hoc Services.....	1
General.....	1
Project Requests; Project Management.....	1
Resource Commitment.....	1
Addendum V--Allocation of Costs.....	1

Cost of Services.....	1
-----	
Costing Methodologies for Telecom Services.....	3
-----	
Costing Methodologies for Tandem Services.....	3
-----	

Addendum VI--Termination Fee.....	1
Addendum VII--Capacity Planning.....	1
12-Month Rolling Forecasts.....	1
Additional Capacity Requirements.....	1

### Intercompany Systems/Network Services Agreement

This Intercompany Systems/Network Services Agreement (the "Agreement") is between National Data Corporation, a Delaware corporation ("NDC" or "Provider"), and Global Payments Inc., a Georgia corporation ("Global" or "Recipient") (Global and NDC are each referred to as a "Party" and both are referred to as the "Parties"), and is dated as of and is made effective as of January 31, 2001 (the "Effective Date").

#### Background

Prior to the Effective Date, NDC had two primary areas of business, the processing of electronic payments and related information transactions (the "eCommerce Business") and the processing of Healthcare provider claims and related transactions among health care providers and health care insurers as well as providing Healthcare data base information. (the "Health Business")

The Board of Directors of NDC has determined that it is in the best interests of NDC and its shareholders for NDC to transfer and assign to Global the capital stock of National Data Payment Systems, Inc., Global Payment Holding Company, NDC Holdings (UK) Ltd., Merchant Services U.S.A. and their respective subsidiaries (the "NDC Global Subsidiaries") that hold all of the assets and liabilities that currently constitute NDC's Global business and a 0.85% general partnership interest in GPS Holding Limited Partnership as a contribution to the capital of Global and to receive in exchange therefor shares of Global common stock, and to thereafter make a distribution (the "Distribution") on a date (the "Distribution Date") to the holders of NDC common stock of all of the outstanding shares of Global common stock at the rate of eight-tenths (0.8) of a share of Global common stock for every one share of NDC common stock outstanding pursuant to a Distribution Agreement, dated as of the date hereof, between NDC and Global (the "Distribution Agreement"). The Parties intend that the transactions described in the Distribution Agreement will be effective at the Effective Time (as that term is defined in the Distribution Agreement). Upon the Effective Time, NDC's business will be the Health Business, and Global's business will be the eCommerce Business.

Although the transactions provided for in the Distribution Agreement and the Ancillary Agreements (as that term is defined in the Distribution Agreement) will provide for the separation of NDC and Global into separate and distinct entities and the substantial separation of their operations, and although the Parties had, prior to the Effective Date, begun (and in some cases, completed) the separation of certain computer system and network system functions, other computer systems and network activities presently shared by the Parties, such as the network of interrelated Tandem computers and related devices and systems (the "Tandem System"), and the telecommunication contracts and related devices and systems (the "Telecom System") that serve both the Health Business and the eCommerce Business should not be separated as of the Effective Date for economic reasons for both companies.

Accordingly, the Parties deem it to be appropriate and in their best

interests in connection with the Distribution that NDC shall provide to Global certain services upon the terms and conditions of this Agreement for the period provided for herein and that Global will reimburse

NDC for such services, on an allocated cost basis, plus certain fees for administrative costs.

#### Terms and Conditions

Now, Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### Article 1 Definitions and Rules of Construction

##### Section 1.1 Terms Defined in the Agreement

An index of terms defined in the body of the Agreement is attached hereto as Exhibit 1.01--Index of Terms Defined in the Agreement.

##### Section 1.2 Rules of Construction

In this Agreement, unless the context requires otherwise, the singular shall include the plural and vice versa. The words "including," "includes" or "included," shall be deemed to be followed by the words "without limitation."

#### Article 2 Provision of Services

(a) "Services" means the services described (i) in Addendum I--Telecom Services (the "Telecom Services," which term refers to both the Telecom Carrier Contract Services described therein (the "Telecom Carrier Contracts Services") and the Telecom Support Services described therein (the "Telecom Support Services")); (ii) in Addendum II--Tandem Services (the "Tandem Services"); (iii) in Addendum III--Transition Services (the "Transition Services"); and (iv) in Addendum IV--Ad Hoc Services (the "Ad Hoc Services").

(b) Starting on the Effective Date and continuing during the Term, Provider shall provide the Services to, and perform the Services for, Recipient, subject to the terms and conditions of this Agreement.

(c) There may be functions, responsibilities, activities and tasks not specifically described in this Agreement which are required for the proper performance and provision of the Services and are an inherent part of, or a necessary sub-part included within, the Services. If such functions, responsibilities, activities and tasks are determined to be required for the proper performance and provision of the Services, or are an inherent part, or a necessary sub-part included within, the Services, such functions, responsibilities, activities and tasks shall be deemed to be implied by and included within the scope of the Services, to the same extent and in the same manner as if specifically described in this Agreement. Each such determination shall be made by agreement of the Parties or resolved pursuant to the dispute resolution provisions of Article 15 hereof.

(d) During the Term, each Party may exercise control over some portion(s) of the facilities to be used to provide and perform the Services for Recipient. Each Party shall provide

2

the other Party and its employees, agents and representatives reasonable access to such portion(s) of the facilities as necessary or appropriate for the performance, delivery and use of the Services and for the operation, maintenance, upgrade, support and use of any other hardware, software and other resources owned or leased by either Party and located in the facilities.

#### Article 3 Nature of Engagement

(a) During the Term, Provider will be the exclusive provider to Recipient of the Tandem Services (the "Tandem Exclusive"), subject to termination of the Tandem Exclusive upon any termination of this Agreement pursuant to Article 7 hereof, and with the exception that the Recipient may engage one or more third parties to perform, or may itself perform, services in the nature of Telecom Support Services in connection with its own contracts with telecommunications

carriers permitted by this Agreement.

(b) Notwithstanding the foregoing, the Tandem Exclusive shall not prohibit Recipient from itself performing or from causing third parties to perform and deliver to Recipient services similar or identical to the Tandem Services, provided that such additional services are provided or delivered by using a technology platform other than a platform of a type that was used by Provider on the Effective Date to provide and deliver the Tandem Services hereunder. Accordingly, Provider acknowledges that, during the Term, Recipient may purchase, lease, develop, construct and/or build a front-end processing system and/or separate technology platform whose performance and functionality is substantially similar to the Tandem System provided that such new front-end processing system or technology platform is not a platform of the type that was used by Provider on the Effective Date. Further, Recipient may, during the Term, use any such system purchased, leased, developed, constructed and/or built by it to perform services similar or identical to the Tandem Services for and on behalf of Recipient or any of its customers, subject to Recipient's minimum volume commitments for the Tandem Services. Additionally, the Tandem Exclusive (i) shall not apply to Recipient's cash management business and operations, (ii) shall not require any corporation, business unit, business division, or other entity acquired by Recipient during the Term whether by merger, consolidation or otherwise to use the Tandem Services, and (iii) shall not require any corporation, business unit, business division, or other entity that acquires Recipient during the Term whether by merger, consolidation or otherwise to use the Tandem Services (but in such case the Tandem Exclusive will continue to apply to Recipient, and Recipient shall be required to obtain the Tandem Services from Provider).

#### Article 4 Allocation of Costs

All costs incurred by Provider in connection with the provision of the Services will be allocated between the Parties as described in the body of this Agreement or in Addendum V--Allocation of Costs. Costs will be estimated and allocated on a fiscal year basis, based on the process described in Addendum V--Allocation of Costs.

Recipient acknowledges and agrees that Provider will incur both fixed and variable costs and make commitments to incur such costs, including personnel, equipment and other contractual commitments, based on the volume of Telecom Carrier Contract Services or Tandem Services of

3

Provider and Recipient which are projected as part of the 12-month rolling forecasts described in Addendum VII and referred to in Addendum V (the "Projected Volumes"). If, for any reason, including reasons beyond Recipient's control, such as a loss of customers, (i) Recipient's actual use of Telecom Carrier Contract Services or Tandem Services is less than the Projected Volumes, or (ii) Recipient expects to require a lower volume of Telecom Carrier Contract Services or Tandem Services than the Projected Volumes, Recipient must notify Provider of such losses (or anticipated losses) within thirty (30) days after the date that Recipient has notice of such losses or anticipated losses. Notwithstanding any such lower volumes during a fiscal year, no reductions in allocations for the fixed costs of Provider or charges made in accordance with such fixed cost allocations will be made for such fiscal year. Provider will, however, use commercially reasonable efforts to eliminate the variable costs associated with the provision of the Services and the attendant reduction in costs will be shared by the Parties on a pro rata or other equitable basis.

All fixed costs, including budgeted costs for a fiscal year and any other costs actually incurred for a fiscal year (for example, unbudgeted raises for personnel that were planned for such fiscal year, unbudgeted new hires required to perform the Services, or unbudgeted increases in license fees for Third Party Software used to provide Services) shall be considered minimums for such fiscal year. Provider will, however, use commercially reasonable efforts to reduce the fixed costs during the Term and, to the extent that Provider is able to achieve a reduction in costs, the reductions in costs will be shared by the Parties on a pro rata or other equitable basis.

#### Article 5 Acknowledgment of Unique Relationship

The Parties acknowledge and agree that the relationship established by this Agreement, which has been established as a result of the fact that, prior to the Distribution Date, the Services were provided to the Health Business and the

eCommerce Business from a unified system, is unique. The Parties further acknowledge and agree that, after the Distribution Date, (i) the Tandem Services will be provided to Recipient by Provider using the same integrated, networked computer system that provides similar services to Provider's business; (ii) the Telecom Carrier Contract Services obtained for Recipient are and will be managed and supervised as part of similar services obtained for Provider's business using the same integrated, networked system; (iii) the costs to both Parties of obtained telecommunications carriage services will likely increase if the Parties are unable to take advantage of their combined volume needs; and (iv) because the Parties are sharing systems, any diminution of quality, services levels, reliability, uptime of systems or similar matters, including the Telecom Carrier Contract Services and the Tandem Services, will impact both Parties equally. Finally, the Parties acknowledge and agree that the Services are not being provided by Provider in order to make a profit, but instead, the fees and expenses of providing the Services are based on an allocation of costs as more fully described in Addendum V hereto.

## Article 6 Invoices and Payments

### Section 6.1 Invoices

Provider will provide Recipient monthly invoices which shall list with respect to the

4

period covered by such invoice the estimated fixed and variable costs for such period, any other charges that comprise the monthly charge determined in accordance with Addendum V hereto, and any other charges provided for by this Agreement. Within forty-five (45) business days following the end of each quarter, Provider will provide Recipient with a statement that reconciles the estimated fixed and variable costs allocated on a monthly basis for such quarter with the fixed and variable costs actually incurred for such quarter, and provide a credit for any excess payment, and submit an invoice for any underpayment.

Provider will use commercially reasonable efforts to provide Recipient with an invoice by the third business day of the month following the month in which the Services were rendered.

Recipient must notify Provider of any objection within thirty (30) days after its receipt of the invoice, and must provide reasonable details as to specific charges to which Recipient objects, and the basis for such objection.

### Section 6.2 Payment

Recipient agrees to pay Provider all costs allocated to it in accordance with this Agreement and all other charges that Provider is entitled to charge pursuant to this Agreement by wire transfer to a bank account designated by Provider electronically within two business days of the time of Recipient's receipt of an invoice prepared in accordance with Section 6.1 hereof. Any payments for overcharges or undercharges required under Section 6.1 or Section 6.2 hereof shall be made within ten (10) days of discovery of such overcharge or undercharge and shall also be made by wire transfer to a bank account designated by Recipient or Provider, as the case may be.

If any portion of an amount due to Provider under this Agreement is subject to a dispute between the Parties, Recipient shall nonetheless pay and remit to Provider on the date such amount is due all amounts not disputed in good faith by Recipient.

## Article 7 Term and Termination

### Section 7.1 Initial Term

This Agreement shall begin on the Effective Date, and shall expire on the day before the third annual anniversary of the Effective Date (the "Initial Term"), unless (i) renewed or extended as provided in Section 7.2, Section 7.3 or Section 7.4 hereof or (ii) terminated earlier in accordance with the terms of this Agreement.

### Section 7.2 Renewal Terms

This Agreement may be renewed for one renewal term of one (1) year if,



during the Initial Term, Recipient gives written notice of renewal at least 360 days prior to the last day of the Initial Term.

If Recipient renews this Agreement in accordance with the foregoing paragraph, then this Agreement may be renewed for a second renewal term of one (1) year if Recipient gives written notice of the second renewal at least 360 days prior to the last day of the first Renewal Term (the

5

Initial Term and each Renewal Term are collectively referred to herein as the "Term").

#### Section 7.3 Extension of Telecom Carrier Contract Services

If, during the Term and with the consent of Recipient, Provider enters into any new Third Party Agreement for telecommunications carrier services, or, after receiving the prior written consent of Recipient, extends or renews any existing Third Party Agreement for telecommunications carrier services in order to provide Telecom Carrier Contract Services to Recipient and Provider, and such new, extended or renewed Third Party Agreement for telecommunications carrier services expires after the Term, then this Agreement shall be extended (but only for Telecom Carrier Contract Services and not for Telecom Support Services or other Services and not for purposes of the Tandem Exclusive) until any such new, extended or renewed contract has expired.

#### Section 7.4 Extension in Connection with Termination Assistance

If, pursuant to Section 7.8, Recipient requests that Provider provide Termination Assistance Services, then this Agreement shall be extended (but not for purposes of the Tandem Exclusive) during the period that Provider provides such Termination Assistance Services.

#### Section 7.5 Termination

(a) Recipient may terminate this Agreement for the following reasons:

(i) For convenience by giving Provider at least one (1) year prior notice designating the termination date and paying the amounts described in Addendum VI--Termination Fee (the "Termination Fee"); or

(ii) if Provider becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States, or make a general assignment for the benefit of creditors;

(iii) Under the circumstances described in the Procedures Manual (as defined below) by giving such notice, and paying such fees, if any described in the Procedures Manual, and by paying the Termination Fee.

(b) Provider may terminate this Agreement if Recipient defaults in the payment when due of any undisputed amount due to Provider and does not cure such default within thirty (30) days after receiving notice of the default. Upon any such termination, Recipient shall pay Provider all charges and costs accrued and payable through the date of termination plus the Termination Fee.

#### Section 7.6 Rights Upon Termination

At the expiration or earlier termination of this Agreement for any reason, however

6

described, the Parties agree as follows:

(a) Upon Recipient's request, Provider agrees to transfer to Recipient that portion of the equipment and hardware used by Provider as of the Effective Date to provide the Services to Recipient, in accordance with the terms of Article 8 below;

(b) Each Party will provide to the other a source code and object code

license to any derivative works of Shared Software required to be provided under Section 11.4 below;

(c) If Provider is a licensee of any software which is used only for the purpose of providing Services to Recipient, Recipient may elect to take a transfer or an assignment of such license, subject to the terms of such license, and provided that Recipient assumes responsibility for any maintenance or other payments under such Third Party Agreements that arise or become due and payable after the effective date of termination or expiration of the Agreement. In the event of a transfer or assignment pursuant to this Section 7.6(c), Recipient shall also pay any transfer fee or similar charge imposed by the applicable vendor;

(d) If Provider is a licensee of any software which is used both for the purpose of providing Services to Recipient and for Provider's own needs, and Recipient must obtain its own license if it intends to use such software after the effective date of termination or expiration of this Agreement each Party will be responsible for obtaining their respective licenses, but if any one-time fee is imposed by a vendor to grant such license (but not any ongoing fees or royalty payments), such one time fee shall be shared by the parties equally, and

(e) Upon Recipient's request, Provider will transfer or assign to Recipient or its designee, on mutually acceptable terms and conditions, any Third Party Agreements not otherwise treated in this Article 7.

#### Section 7.7 Cessation of Performance; Payment

Upon expiration or termination of this Agreement for any reason, except as provided in Section 7.8, Provider will cease to have any obligation to perform the Services hereunder, and Recipient will pay and remit to Provider all amounts due to Provider for all Services provided and expenses incurred (including those expenses that Provider had paid, or has become committed to making on Recipient's behalf but which, instead of being concurrently billed, were to be included in future payments to be made by Recipient) through the date of such expiration or termination.

#### Section 7.8 Termination Assistance Services

In connection with the expiration or termination of this Agreement for any reason, Provider will, at the request of Recipient, (i) provide the Tandem Services for up to six (6) months and (ii) provide the termination assistance services reasonably requested by recipient for up to twelve (12) months, in each case as reasonably needed by Recipient in order to assist Recipient in the orderly transfer of the Services from Provider to Recipient or to another services provider (collectively, the "Termination Assistance Services"); provided, however, that (i) Recipient shall be obligated to pay all fees and expenses of Provider incurred in connection with the rendering of said Termination Assistance Services, and (ii) upon a termination by Provider

7

pursuant to Section 7.5(b), Provider shall not be required to provide Termination Assistance Services unless Recipient prepays the applicable monthly charges for the entire duration of the Termination Assistance Services within 30 days of notice of its intent to terminate.

#### Section 7.9 Survival of Selected Provisions

Notwithstanding the expiration or earlier termination of this Agreement for any reason, however described, the following sections of this Agreement shall survive any such expiration or termination: Article 1, Section 7.4, Section 7.6, Section 7.7, Section 7.8, Section 7.9, Article 8, Section 11.2, Section 11.3, Section 11.4, Article 13, Article 14, Article 15, Section 16.8, Section 16.10, Section 16.11, Section 16.12, Section 16.13 and Section 16.14. Upon termination or expiration of this Agreement, all rights and obligations of the Parties under this Agreement will immediately cease and terminate (except for the rights and obligations under those Sections specifically designated to survive in this Section 7.8).

#### Article 8 Ownership of Certain Equipment

(a) During the Term, Provider may purchase one or more items of computer equipment and related devices to be added to the Tandem System, the Telecom System and any other systems used to provide the Services (the "Ancillary

Systems") in order to satisfy the capacity requirements of Recipient as reasonably determined by it pursuant to the capacity planning process described in Addendum VII - Capacity Planning. All such equipment and devices (the "Added Devices") shall be owned by Provider. Provider will be responsible for maintaining, supporting and operating the Added Devices subject to payment by Recipient of the actual costs incurred by Provider determined in accordance with Addendum V hereto.

(b) Recipient will pay Provider a monthly fee for the Added Devices equal to (i) (w) the sum of the invoice price for each such Added Device plus any installation costs associated with the integration and implementation of the Added Device into the Tandem System divided by (x) the number of months over which such Added Device is depreciated by Provider for financial accounting purposes (provided that the depreciation method is in accordance with generally accepted accounting principles and is approved by Recipient (which approval shall not be unreasonably withheld)) plus in each month (ii) an amount equal to (y) the monthly rate of interest paid by Provider during the immediately preceding month under its principal credit line multiplied by (z) the remaining undepreciated amount described in clause (i)(w) above as of the first day of the month for which the fee is being calculated. Upon the expiration or termination of this Agreement, Recipient must pay an amount equal to the sum of the remaining monthly payments required to be paid by Recipient to Provider for such Added Devices under this subsection (b), and shall acquire possession and ownership of such Added Devices from Provider by paying to Provider the sum of (y) any unrecovered/undepreciated capitalized cost of such Added Devices remaining on Provider's balance sheet; and (z) one-half of Provider's reasonable expenses to transfer possession of same to Recipient (including without limitation, the remaining costs of any Added Devices as required above, any costs incurred by Provider in connection with the disconnection of the Added Devices, any cost of reconnecting any portions of the Tandem System, the Telecom System or any Ancillary System necessitated by the disconnection of the Added Devices, and all crating and shipping charges). Any leasehold improvements required in

8

connection with any Added Devices will be governed by the Lease Agreement dated as of January 31, 2001 with respect to the headquarters site.

(c) In addition, upon the expiration or termination of this Agreement, Recipient may acquire possession and ownership from Provider of that portion of the Tandem System, the Telecom System and any Ancillary System owned by Provider and used by Provider as of the Effective Date to provide Services to Recipient, or that Provider otherwise agrees to transfer to Recipient, upon payment of an amount equal to the sum of (i) any unrecovered/undepreciated capitalized cost of such portion of the Tandem System, the Telecom System and any Ancillary System to be acquired by Recipient remaining on Provider's balance sheet; and (ii) one-half of Provider's reasonable expenses to transfer ownership and possession of same to Recipient (including without limitation any costs incurred by Provider in connection with disconnection of such equipment and devices, any cost of reconnecting any portions of the Tandem System, the Telecom System or any Ancillary System necessitated by the disconnection of such equipment and devices, and all crating and shipping charges). Provider represents, warrants and covenants that any and all computer equipment and related devices transferred to Recipient pursuant to this Article 8 shall be in good working condition as of the date of transfer to Recipient.

If any portion of the Tandem System, the Telecom System or any Ancillary System that Recipient acquires under this Article 8 is subject to a third party lien or security interest, Recipient, in addition to any other payment required by this Section, must assume Provider's obligations under such lien or security interest if permitted by the terms of the applicable lien or security interest, and if not permitted, satisfy such lien or security interest.

(d) Provider and Recipient acknowledge and agree that either party may purchase equipment and devices for its exclusive use (the "Exclusive Devices") that will interconnect with the Tandem System, the Telecom System or Ancillary Systems; provided, however, that the party wishing to interconnect an Exclusive Device must first demonstrate that the interconnection of such Exclusive Device to the Tandem System will not materially and adversely affect the integrity, security, functionality or performance of the Tandem System. The Party adding such Exclusive Device will be responsible for maintaining, supporting and operating it. The Parties may, however, negotiate a fee pursuant to which Provider will maintain, support and operate an Exclusive Device of Recipient

during the Term.

## Article 9 Service Levels

### Section 9.1 General

The Parties have agreed to a procedures manual (the "Procedures Manual") that governs the performance of the Services by Provider. Provider agrees that the performance and delivery of the Services will meet or exceed any agreed upon service levels to be set forth in the Procedures Manual, and Recipient agrees that its only remedies for the failure of the performance or delivery of the Services to meet or exceed any agreed upon service levels set forth in the Procedures Manual will be the remedies, if any, set forth in the Procedures Manual.

9

### Section 9.2 Future Service Levels

If a service level for a particular Service or aspect of the Services is not set forth in the Procedures Manual, and Recipient requests that one or more service levels be established for a particular aspect of the Services, then Provider, with the assistance of Recipient, shall perform an assessment of the historical service levels as they existed for the twelve (12) month period before the Effective Date for such aspect of the Services, and Provider will propose service levels based on that assessment. When service levels for such aspect of the Services have been accepted in writing by Recipient and Provider, such service levels shall be incorporated into the Procedures Manual, and Provider will thereafter perform in accordance with such new service levels. The Parties intend that any and all service levels will not be less favorable to Recipient during the Term than they are at the initiation of the Services pursuant to this Agreement.

### Section 9.3 Review and Remedy

The Parties will review the extent to which the Services were performed in accordance with the Procedures Manual as part of each Monthly Review (as that term is defined below). If the Services have been performed at a level below any applicable service levels included in the Procedures Manual, each Party may propose one or more remedies if no specific remedy is set forth in the Procedures Manual. These remedies can include modification of the applicable service levels, equipment changes or changes in operational processes. If, after the involvement of the Senior Representatives, the Parties are unable to agree to remedies, either Party may invoke the provisions of Article 15. Notwithstanding the foregoing, in the event that the Parties cannot reach agreement regarding a remedy for a failure to meet applicable service levels after resort to the dispute resolution procedures set forth in Article 15, then the Parties may pursue the remedies, if any, available under the Procedures Manual.

## Article 10 Project Management and Administration

### Section 10.1 Senior Representatives; Monthly Reviews

Provider and Recipient each shall appoint a senior member of management to represent them with respect to the relationship of the Parties hereunder (each, a "Senior Representative"). The Provider Senior Representative and the Recipient Senior Representative shall meet at least one time each calendar month (the "Monthly Review") to review Provider's performance under this Agreement.

### Section 10.2 Account Managers; Weekly Meetings

Provider and Recipient will each appoint an account manager to serve as such Party's main contact with the other Party for project and request submissions, status reporting, disputes and other issues related to this Agreement (each, an "Account Manager"). The Account Managers shall hold weekly meetings (the "Weekly Meetings") to discuss performance under this Agreement and all operational and administrative issues relating thereto. The Weekly Meeting will be the formal mechanism for Recipient to submit new Ad Hoc Project requests and discuss on-going Ad Hoc Projects.

### Section 10.3 Capacity Planning

The Parties will plan for future capacity needs, both with respect to the Tandem System and the Telecom System, as set forth in Addendum VII--Capacity Planning.

### Section 10.4 Ad Hoc Project Planning

The Parties will plan, and Provider shall perform, any and all ad hoc projects needed by Recipient (each, an "Ad Hoc Project") as set forth in Addendum IV--Ad Hoc Services.

### Section 10.5 Personnel Decisions

(a) Provider will consult with Recipient in each instance prior to transferring, reassigning, terminating, hiring or making other changes in any of the human resources allocated by Provider as of the Effective Date to the performance and delivery of the Services, or, with respect to Ad Hoc Projects, assigned to the performance of an Ad Hoc Project pursuant to Addendum IV hereto. Provider will use commercially reasonable efforts to maintain continuity of the persons performing Services under this Agreement.

(b) If Recipient reasonably and in good faith determines that it is not in Recipient's best interests for any Provider or subcontractor employee to be appointed to perform or to continue performing any of the Services, Recipient shall give Provider written notice specifying the reason for its position and requesting that such employee not be appointed or be removed from the Provider group servicing Recipient and be replaced with another Provider employee. Promptly after its receipt of such a notice, Provider shall investigate the matters set forth in the notice, discuss with Recipient the results of the investigation, and the Parties will use commercially reasonable efforts to resolve the matter on a mutually acceptable basis. Since the Provider is ultimately accountable for delivery of service to Recipient, Provider shall be the party ultimately responsible for deciding the resolution of such issues.

### Section 10.6 Efficient Use of Resources

Provider shall take commercially reasonable actions to efficiently administer, manage, operate and use the resources employed by Provider to provide and perform the Services that are chargeable to Recipient under this Agreement.

## Article 11 Software

### Section 11.1 Third Party Agreements

(a) NDC represents and warrants that it has obtained all Required Consents (as defined below) under the contractual, leasing and licensing arrangements used by NDC to provide the Tandem Services and the Telecom Contract Carrier Services (the "Third Party Agreements"). The parties have agreed on a list of all Third Party Agreements. NDC will use the services, products and software licensed or acquired under the Third Party Agreements, together with the Shared Software (as that term is defined below) and the computer hardware and other devices owned by it to operate the Tandem System, the Telecom System and the Ancillary

Systems and to provide and deliver the Tandem Services and the Telecom Contract Carrier Services to Recipient under the terms of this Agreement.

(b) The Parties believe that the terms and conditions of the Third Party Agreements permit Provider to provide the Tandem Services and the Telecom Contract Carrier Services to Recipient pursuant to the terms of this Agreement without any increase in any royalty fee or any other adverse change in the terms and conditions of such agreements; however, to the extent that Provider determines or has notice of any claim that any Third Party Agreement restricts Provider from providing any of such Services, Provider shall promptly negotiate an amendment to such Third Party Agreement so that it may provide such Services (whether by the grant of a sublicense or otherwise), and in such event if Provider incurs any increase in the cost of the royalty fee or other adverse change in the terms and conditions of an existing Third Party Agreement, or renewal or extension thereof, the Parties shall share proportionately in the additional cost of such Third Party Agreement (or the increased royalties or the

cost of any other adverse change in the terms and conditions) that corresponds to Recipient's proportionate use of such Third Party Agreement. For purposes of this Agreement, Required Consents means any consents or approvals required to be obtained for the Recipient and Provider to have access to, and use of, the space, equipment, software and/or third party services provided under the Third Party Agreements in connection with the Services.

Except as provided above, Provider will be responsible for the payment of all license fees, royalty fees, maintenance fees, acquisition costs or similar costs incurred in connection with the use of Third Party Software, all of which will be included as part of the cost allocation process described in Addendum V--Allocation of Costs. Recipient will be responsible for the payment of all license fees, royalty fees, maintenance fees, acquisition costs or similar costs of any Third Party Software used by Provider solely to provide Services to Recipient, none of which will be included as part of the cost allocation process described in Addendum V--Allocation of Costs.

#### Section 11.2 Shared Software

Prior to the Effective Date, Provider had internally developed certain software, some of which was used to support the Health Business, some of which was used to support the eCommerce Business, and some of which (including, but not limited to, the FrontEnd switch) was used to support both the Health Business and the eCommerce Business (the "Shared Software"). Upon the Effective Date, each Party will have joint ownership in all Shared Software.

#### Section 11.3 Use and Licensing Restrictions on Shared Software

(a) Notwithstanding its joint ownership of the Shared Software, Provider agrees that it may not, during the Term or at any time thereafter, use any Shared Software to operate or facilitate the operation of any business substantially similar to the eCommerce Business (except as required to perform the Services for Recipient in accordance with this Agreement).

(b) Notwithstanding its joint ownership of the Shared Software, Recipient agrees that

12

it may not, during the Term or at any time thereafter, use any Shared Software to operate or facilitate the operation of any business substantially similar to the Health Business.

(c) The Parties agree that, in the event that any Shared Software is sold or licensed by either Party during the Term to any third party, all net revenue received in connection with such sale or license shall be divided equally between the Parties.

(d) In the event that either Party breaches the restrictions set forth in this Article 11 with respect to Shared Software, the non-breaching Party shall be entitled to seek injunctive relief and damages for such breach.

#### Section 11.4 Derivative Works

(a) Each Party has the right to develop derivative works of any of the Shared Software. The Parties agree that derivative works of Shared Software developed by a Party shall also be considered to be Shared Software and shall be subject to all of the restrictions contained in Section 11.3 above, provided however, in the case of a derivative work of Shared Software that executes solely on a technology platform other than a Tandem platform, the restrictions on use and licensing set forth in this Article 11 shall expire ten (10) years after the effective date of the termination or expiration of this Agreement.

(b) During the Term, each Party shall be obligated to furnish to the other Party any and all derivative works of any Shared Software that execute on a Tandem platform, but neither Party shall be obligated to furnish to the other Party any derivative works of any Shared Software that executes solely on a technology platform other than the Tandem platform. After the Term, neither Party shall be obligated to furnish the other Party any derivative works of any Shared Software.

#### Section 11.5 Application of Current Technology

In providing Services hereunder, Provider will continue to utilize the

technology that was used prior to the Effective Date. Provider may not make changes to its technology that materially and adversely affect the Services.

If Recipient consents to any change to the technology used by Provider to perform the Services, and the Parties determine that such change materially increases the quality of the Services, any increased development costs, expenses or fees associated with such technology changes will be shared by Provider and Recipient based on the (proportionate) use of the Services that were materially improved in quality.

## Article 12 Warranties And Additional Undertakings

### Section 12.1 By Provider

Provider will perform the Services in a professional and workmanlike manner.

13

### Section 12.2 Security

Provider is responsible for running a professional data center with the normal safeguards of an "average" business. Provider shall perform the Services in accordance with the physical and data security procedures set forth in the Procedures Manual.

### Section 12.3 Virus Avoidance

Each Party will take commercially reasonable measures to ensure that no virus or similar items are coded or introduced into any software used to provide the Services and the operating environments used to provide the Services. Both Parties will continue to perform and maintain at least the virus protection and correction procedures and processes in place at Provider prior to the Effective Date. If a virus is found to have been introduced into any software or operating environment used to provide the Services, both Parties shall use commercially reasonable efforts and diligently work to eliminate the effects of the virus. However, Provider shall take immediate action to remediate the virus' proliferation in the Tandem System and the operating environment used to provide the Services. The Party causing or permitting a virus to be introduced into any software or operating environment used to provide the Services shall bear the costs associated with such efforts and the Losses caused by such a virus. If Recipient introduces or permits the introduction of a virus, Provider shall be relieved of the affected services levels described in the Procedures Manual to the extent such virus impacts Provider's ability to satisfy such service levels.

### Section 12.4 Disabling Codes

Each Party agrees that it will not insert or use disabling codes in any software or equipment used to provide the Services. The Parties further covenant that with respect to any disabling code that may be part of any software or equipment used to provide the Services, neither Party will invoke such disabling code at any time, including upon expiration or termination of this Agreement for any reason.

### Section 12.5 Pass-Through Warranties

Provider agrees to pass through to Recipient any warranties given by its third party vendors in connection with hardware, software or other products or services used by Provider to provide the Services to the extent permitted by the terms and conditions of such warranties.

### Section 12.6 Disclaimer of Warranties.

Except as otherwise expressly provided herein, neither party makes any other representations or warranties, of any kind, nature or description, including without limitation any warranties of merchantability or fitness for a particular purpose.

### Section 12.7 Noninfringement

Each of the Parties covenants that it will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any

patent, trade secret, copyright or other proprietary right of any third party.

#### Section 12.8 Regulatory Proceedings and Compliance with Laws

Each Party agrees, at its cost and expense, to obtain all necessary regulatory approvals applicable to its business, to obtain any necessary permits for its business, and to comply with all laws and regulatory requirements applicable to the performance of its obligations under this Agreement. If a Party seeking a regulatory approval or a necessary permit is dependant upon the cooperation of other Party in order to obtain such approval or permit, the other Party will provide such cooperation as is reasonably necessary provided that the Party seeking such cooperation shall reimburse the cooperating Party for all costs incurred in connection therewith.

### Article 13 Confidential Information

#### Section 13.1 Confidential Information of Recipient

Provider covenants and agrees to keep and hold in confidence all of Recipient's data and other confidential or proprietary information (collectively the "Recipient Confidential Information") provided hereunder or obtained in connection herewith, and will use said Recipient Confidential Information only in connection with the performance of the Services. Provider will employ substantially the same safeguards, but not less than reasonable safeguards, in protecting the Recipient Confidential Information that it uses in safeguarding confidential data of its own, or the confidential data of its customers, against accidental or unauthorized deletion, destruction or alteration.

#### Section 13.2 Confidential Information of Provider

Recipient covenants and agrees to keep and hold in confidence all of Provider's data and other confidential or proprietary information (collectively the Provider Confidential Information) provided hereunder or obtained in connection herewith, and will use said Provider Confidential Information only in connection with its receipt of the Services. Recipient will employ substantially the same safeguards, but not less than reasonable safeguards, in protecting said Provider Confidential Information that it uses in safeguarding confidential data of its own, or confidential data of its customers, against accidental or unauthorized deletion, destruction or alteration.

#### Section 13.3 Exclusions

Notwithstanding Section 13.1 and Section 13.2, this Article 13 will not apply to any information which Provider or Recipient can demonstrate, based on documentary evidence, was: (a) without a breach of duty owed to the disclosing party, is in the possession of the receiving party at the time of disclosure to it; (b) received after disclosure to it from a third party who had a lawful right to and, without a breach of duty owed to the disclosing party, did disclose such information to it; or (c) independently developed by the receiving party without reference to Company Information of the disclosing party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency. However, the recipient of such Confidential Information must give the other Party

prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information, all at the discloser's cost and expense.

#### Section 13.4 Disclosure

Each Party may disclose the other Party's Confidential Information to those of the recipient Party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information and have agreed to hold the information confidential.

### Article 14 Indemnities

#### Section 14.1 Losses Defined



"Losses" shall mean all losses, liabilities, damages, penalties and claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related costs, expenses and other charges (including all reasonable attorneys' fees and reasonable costs of investigation, litigation, settlement or judgment, interest and penalties).

#### Section 14.2 Indemnities for Certain Losses

Each Party shall indemnify (in such case, that Party is referred to as the "indemnitor") the other Party (in such case, that Party is referred to as the "indemnitee") from all Losses arising out of:

(a) any claim for rent or utilities at any location where the indemnitor is financially responsible under this Agreement for such rent or utilities, or

(b) any claim for wages, benefits, third party fees, taxes, assessments, duties, permits or other charges of any nature for which the indemnitor is financially responsible under this Agreement, as well as any additions to tax, penalties, interest, fees or other expenses incurred by the indemnitor as a result of such charges not being paid at the time or in the manner required by applicable law, or

(c) an act or omission of the indemnitor in its capacity as an employer of a person and arising out of or relating to (1) federal, state or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) accrued employee benefits not expressly assumed by the indemnitee and (4) any other aspect of the employment relationship or its termination (including claims for breach of an express or implied contract of employment) and which, with respect to each of clauses (1) through (4), arose when the person asserting the claim, demand, charge, actions, cause of action or other proceeding was or purported to be an employee of the indemnitor, or

(d) any claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country or any state alleged to have been incurred because of or arising out of any aspect of the Services provided by Provider in its performance of the Services, or

16

(e) any claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of a Party, and its subcontractors caused by the negligence or willful misconduct of such Party, its employees, affiliates or subcontractors. However, neither Party will have any obligation under this part, to the extent the same arise out of or in connection with the negligence or willful misconduct of the non-indemnifying Party, its employees, affiliates or subcontractors.

#### Section 14.3 Limitation of Liability

Except for a breach of Section 6.2, Payment, Section 11.3, Use and Licensing Restrictions on Shared Software, Article 13, Confidential Information, or liabilities arising from the Parties' indemnification obligations under Section 14.2, Indemnities for Certain Losses, the liability of each Party to the other for all damages arising out of or related to this Agreement, regardless of the form of action that imposes liability will be limited to \$100,000.00; provided however, that this limitation of liability also will not apply to the liability of either Party to the extent such liability results from (a) that Party's acts of intentional misconduct in the performance or nonperformance of its obligations under this Agreement; or (b) that Party's nonperformance of its payment obligations to the other expressly set forth in this Agreement (including, with respect to Recipient, Recipient's obligation to make payments to Provider, whether in the form of charges for Services performed hereunder, payments upon termination of this Agreement, or for payment or reimbursement of taxes, out-of-pocket expenses or pass-through expenses required to be paid by Recipient hereunder).

#### Section 14.4 Exclusion of Certain Damages

Except for a breach of Section 6.2, Payment, Section 11.3, Use and Licensing Restrictions on Shared Software, Article 13, Confidential Information, or liabilities arising from the Parties indemnification obligations under

Section 14.2, Indemnities for Certain Losses, in no event will either Party be liable for any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of the other Party, even if such Party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

#### Section 14.5 Duty to Mitigate

Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

#### Section 14.6 Time Limit to Make Claims

No claim or demand for mediation or arbitration or cause of action which arose out of an event or events which occurred more than two (2) years prior to the filing of a demand for mediation or arbitration or suit alleging a claim or cause of action may be asserted by either Party against the other.

17

### Article 15 Dispute Escalation and Mediation

#### Section 15.1 Resolution of Disputes by Account Managers

All disputes between the Parties regarding charges, work activities, quality of service, the interpretation of any provision of this Agreement or any other issue hereunder shall be first raised with the other Party's designated Account Manager and the Parties shall endeavor to amicably resolve the same.

#### Section 15.2 Involvement of Senior Representatives

In the event of any dispute between the Parties regarding charges, work activities, quality of service, the interpretation of any provision of this Agreement or any other issue hereunder that cannot be resolved at the Account Manager level, the nature of the dispute will be reduced to writing and submitted to the other Party's Senior Representative within thirty (30) days of the event or circumstance giving rise to said dispute, or as soon thereafter as reasonably practical. Any such written complaint shall specifically reference this dispute provision and shall provide reasonable details regarding the nature and facts surrounding the complaint. The Senior Representative shall respond to each complaint received hereunder within thirty (30) calendar days of receipt of said complaint. The Provider Senior Representative and the Recipient Senior Representative shall endeavor to amicably resolve any such dispute.

#### Section 15.3 Involvement of Chief Executive Officers

In the event that negotiations in accordance with Sections 15.1 and 15.2 have failed to resolve a dispute hereunder, the matter shall be referred to the Chief Executive Officers of Provider and Recipient for attempted resolution. In the event that the dispute cannot be resolved satisfactorily between Provider and Recipient at that level, each Party agrees to submit first to non-binding mediation as provided in Section 15.4 below.

#### Section 15.4 Non-binding Mediation

(a) In the event non-binding mediation is required by Section 15.3 above, the Parties shall submit the dispute to non-binding mediation to be held in Atlanta, Georgia. The Parties will choose a neutral mediator from a list of mediators maintained by the American Arbitration Association (the "AAA") office located in Atlanta, Georgia. If the Parties are unable to agree on the mediator, the mediator will be selected by the AAA.

(b) Notwithstanding any other provision of this Article 15, either Party may resort to court action for injunctive relief at any time if the dispute resolution processes set forth in this Article 15 would permit or cause irreparable injury to such Party or any third Party claiming against such Party, due to delay arising out of the dispute resolution process.

#### Section 15.5 Expenses of Mediation

Each Party shall be responsible for its costs of mediation, and the Parties will each pay one-half of the expenses of the mediator and the AAA.

#### Section 15.6 Sole Remedy Upon Failure of Mediation

In the event that a dispute is not resolved after mediation to the satisfaction of either Party, each Party's sole remedy is to terminate this Agreement in accordance with the applicable subsection of Section 7.5 provided however, either Party may pursue any and all remedies available to it at law or in equity (in all cases subject to the limitations of Section 14.3, Section 14.4, Section 14.5 and Section 14.6) (other than termination of this Agreement) for breaches of Sections 6.2, Section 11.3, Section 11.4 or Article 13, or for acts of intentional misconduct in the performance of, or intentional nonperformance of, the Services or the obligations of the Parties pursuant to Article 4, Article 8, Section 12.3, Section 12.4 or Section 14.2. .

#### Section 15.7 Continuation of Services and Obligations Pending Resolution of Disputes

Notwithstanding the existence of a dispute, Provider shall continue to provide the Services during any dispute resolution proceedings (whether informal or formal) and Recipient will continue to perform its obligations (including the making of all payments which are not the subject of a good faith dispute to Provider) in accordance with this Agreement.

### Article 16 Miscellaneous

#### Section 16.1 General Audit Rights

Recipient shall have the right to have the books and records of Provider that relate to the Services provided under this Agreement reviewed quarterly by its internal audit staff, or its external auditors (provided that any person that is a member of such audit staff or auditors participating in the audit must first sign a confidentiality agreement containing the same provisions of Article 13). Recipient shall be solely responsible for the costs and expenses of any such audit. In the event of such audit, Provider shall provide Recipient's auditors reasonable access to all relevant books, records and personnel during normal business hours. In the event an audit reveals an overcharge or undercharge, the Party who, based on the results of the audit, owes money to the other Party shall have a reasonable time to review the documents that provide the basis for the conclusions reached by the audit. After such a review, to the extent such Party does not dispute the conclusions of the audit, such Party shall pay the other Party the undisputed amounts owed. The disputed amounts, if any, may be resolved pursuant to Article 15.

#### Section 16.2 No Audit Rights for Telecommunication

Since Provider is not representing to Recipient that the lowest possible telecommunications rates or costs will be provided under this Agreement, Recipient will not have the right to engage a third party to audit the telecommunications rates under the Third Party Agreements for telecommunications and carrier services. Recipient may, however, itself examine and review the rates specified in the Third Party Agreements for telecommunications carrier services in connection with the exercise of its audit rights under Section 16.1 hereof. The Parties agree that Provider will be strongly motivated to provide Recipient with competitive rates to encourage Recipient to continue to partner on future telecommunications contracts.

#### Section 16.3 Recipient Responsible for Third Party Electronic Interfaces

Recipient, at its expense, shall secure Provider's right to use Recipient's third party interfaces such as the Visa, MasterCard, Discover, and American Express electronic interfaces, as may be reasonably necessary to provide the Services. Recipient shall be responsible for managing the relationships with these third parties and paying all expenses related to the interfaces including telecommunications, hardware, software, interfaces, and support.

#### Section 16.4 Subcontracting

Subject to the provisions of Section 10.5 hereof, Provider may subcontract non-material portions of the Services without consent or approval of Recipient, provided that (i) the subcontractors sign and deliver to Recipient appropriate

confidentiality agreements in advance of undertaking any of the Services and (ii) Provider remains primarily liable and obligated to Recipient for the timely and proper performance of all of its obligations hereunder and for the proper and timely performance and actions of any person or entity to which it delegates or subcontracts any such obligation.

#### Section 16.5 Assignment

Except as provided in this Section 16.5, neither Party may assign this Agreement, in whole or in part, without the prior written consent and approval of the other Party hereto, which consent shall not be unreasonably withheld (provided however, in the case of any assignment by Provider, the Parties agree that the only basis on which Recipient may withhold such consent is if the assignee is not competent to provide the Services), except that either Party may, in connection with the sale of all or substantially all of its assets, any merger, consolidation, reorganization, or other business combination to which a Party is a party, assign its obligations and responsibilities hereunder to the purchaser in the case of a sale of assets, or the surviving entity in the case of a merger, consolidation or business combination, without the approval of the other Party. An assignment will not relieve a Party of any obligations under this Agreement. Any purported transfer, assignment or delegation that does not comply with the terms of this Section 16.5 shall be null and void and of no force or effect. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement and the obligations hereunder to any successor of such Party by way of merger, consolidation, reorganization or the acquisition of substantially all of the business and assets of the assigning Party relating to the Agreement if such successor's principal business is the business of the other Party (i.e., the Health Business or the eCommerce Business).

#### Section 16.6 Consents and Approvals

Each Party will obtain all governmental and other consents necessary for it to provide or use, as the case may be, the Services.

#### Section 16.7 Relationship of the Parties

The sole relationship between the Parties shall be that of independent contractors. No partnership, joint venture, or other formal business relationship is hereby created between the

20

Parties hereto. Neither Party shall make any warranties or representations, or assume or create any obligations, on the other Party's behalf except as may be expressly permitted hereunder or in writing by such other Party. Each Party shall be solely responsible for the actions of all their respective employees, agents and representatives.

#### Section 16.8 Non-solicitation or Hiring of Employees

During the Term and for eighteen (18) months thereafter neither Party will encourage or solicit any employee or consultant to leave the employ of the other Party; provided however, that the foregoing does not prohibit mass media "want ads" not specifically directed towards employees or consultants of a Party.

#### Section 16.9 Expenses

Except as otherwise expressly provided for herein, each Party shall bear its own costs and expenses in connection with this Agreement and the performance of its obligations and responsibilities hereunder.

#### Section 16.10 Notices

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

If to Provider, to:

National Data Corporation

National Data Plaza  
Atlanta, GA 30329  
Attention: Chief Executive Officer (by name)

If to Recipient, to:

Global Payments Inc.  
Four Corporate Square  
Atlanta, GA 30323  
Attention: Chief Executive Officer (by name)

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

21

#### Section 16.11 Amendment and Waiver

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

#### Section 16.12 Entire Agreement

This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

#### Section 16.13 Severability

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

#### Section 16.14 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state. This Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding export from the United States of computer hardware, software, technical data or derivatives of such hardware, software or technical data.

#### Section 16.15 Force Majeure

Except as may be set forth in the Procedures Manual, Provider will not be liable for any failure of performance of the Services under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute or governmental act or any other causes beyond Provider's reasonable control, whether or not of the same class or kind as those specifically named above.

#### Section 16.16 Counterparts

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

22

(Signatures continued on following page)

23

(Signatures continued from previous page)

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

National Data Corporation

By: /s/ Randolph L. M. Hutto

Name: Randolph L. M. Hutto  
Title: Chief Financial Officer

Global Payments Inc.

By: /s/ Paul R. Garcia

Name: Paul R. Garcia  
Title: Chief Executive Officer

Exhibit 1.01--Index of Terms Defined in the Agreement

AAA.....	Section 15.4
Account Manager.....	Section 10.2
Ad Hoc Project.....	Section 10.4
Ad Hoc Services.....	Article 2
Added Devices.....	Article 8
Agreement.....	First Paragraph
Ancillary Systems.....	Article 8
Distribution.....	Background
Distribution Agreement.....	Background
Distribution Date.....	Background
eCommerce Business.....	Background
Effective Date.....	First Paragraph
Exclusive Devices.....	Article 8
Global.....	First Paragraph
Health Business.....	Background
indemnitee.....	Section 14.2
indemnitor.....	Section 14.2
Initial Term.....	Section 7.1
Losses.....	Section 14.1
Monthly Review.....	Section 10.1
NDC.....	First Paragraph
NDC Global Subsidiaries.....	Background
Parties.....	First Paragraph
Party.....	First Paragraph
Procedures Manual.....	Section 9.1
Projected Volumes.....	Article 4
Provider.....	First Paragraph
Recipient.....	First Paragraph
Recipient Confidential Information.....	Section 13.1
Senior Representative.....	Section 10.1
Services.....	Article 2
Shared Software.....	Section 11.2
Tandem Exclusive.....	Article 3
Tandem Services.....	Article 2
Tandem System.....	Background
Telecom Carrier Contracts Services.....	Article 2
Telecom Services.....	Article 2
Telecom Support Services.....	Article 2
Telecom System.....	Background
Term.....	Section 7.2
Termination Assistance Services.....	Section 7.8
Termination Fee.....	Section 7.5
Third Party Agreements.....	Section 11.1
Transition Services.....	Article 2
Weekly Meetings.....	Section 10.2

## Telecom Carrier Contract Services

Recipient will utilize and be covered under the Third Party Agreements for telecommunications carrier services.

## Telecom Support Services

In addition to the foregoing, Provider will supply to Recipient necessary telecommunications connectivity, engineering, procurement, operations and administrative services in connection with and in support of the Telecom Carrier Contract Services on a basis consistent with past practice.

## Charges

Recipient shall be charged for and shall bear the direct cost of all charges of carriers and other third parties for Telecom Carrier Contract Services provided to Recipient hereunder.

In addition, operations, procurement, engineering and administrative services provided by Provider to Recipient as part of the Telecom Support Services shall be charged to and borne by Recipient at Provider's actual manpower costs (salary, burden and all other costs directly associated with such manpower, such as office space, supplies and similar expenses) directly applicable to the provision of services provided.

## Expiration / Extension of Current Telecom Carrier Contracts

If any Third Party Agreements for telecommunications carrier services terminate prior to the expiration or termination of this Agreement, Provider will either negotiate an extension of such Third Party Agreement, or negotiate a replacement contract (whether with the same carrier or another carrier) in order to obtain continued Telecom Carrier Contract Services for Recipient and Provider, but only upon the prior written consent of Recipient. Provider will use commercially reasonable efforts to obtain the best possible telecommunication prices, and will keep Recipient advised as to the pricing that it is able to negotiate. If, during the Term, Recipient fails or refuses to consent to an extension of such contract, or to a replacement contract, then, notwithstanding anything to the contrary herein, Provider shall have no obligation to provide any Telecom Carrier Contract Services to Recipient in order to replace the carrier services no longer available as a result of the termination of such telecom contracts. In such a case, Recipient shall secure its own service arrangements in lieu thereof.

## Telecom Locations

Telecom Services will be provided to all of Recipient's locations in existence as of the Effective Date. Upon the mutual agreement of the Parties, Provider may provide Telecom Services to any additional locations of Recipient added during the Term.

## Overview of Telecom Support Services

Provider will determine the necessary telecom services for a stated requirement (provided by Recipient), the best methodology for a solution, engineer a reliable and cost effective solution, negotiate with potential vendors, negotiate the best price, implement the solution, and monitor the solutions during its installed life for required performance. Recipient will be provided Provider's lowest contract rates assuming forecasted volumes are met and are in accordance with carrier negotiated volumes for the particular rate levels.

## Specific Telecom Support Services

### (a) Provisioning

1. Order, track, and coordinate the installation of voice and data circuits and related equipment.

### (b) Engineering

1. Use commercially reasonable efforts to provide telecommunications data and voice engineering services so that network capabilities match product and business requirements.

2. Manage an ongoing relationship with all telecommunication service providers and vendors. Actively pursue cost reductions in an aggressive manner to keep Recipient in a competitive position both technologically as well as economically.
3. Use commercially reasonable efforts to cause the networks to operate efficiently with high availability at the lowest cost possible.
4. Track new telecommunications technology trends, both tactical and strategic.
5. Maintain a continuing dialog with all key vendors on trends and new offerings.

(c) Administration

1. Provide telecommunication vendor contract negotiation and maintenance.
2. Audit and process communication's vendor invoices for payment.
3. Review and analyze communications cost and contracts of acquired companies.
4. Develop annual communications budget expense based upon usage projections.

2

5. Maintain reports and trends of expenses vs. plan for Telecommunications.
6. Evaluate new service and contract proposals from communications vendors.

(d) Network Operations

1. 7x24 monitoring of the data networks.
2. Use commercially reasonable efforts to cause all networks operate with minimal down time and at peak efficiency.
3. Use commercially reasonable efforts to provide network operational support services so that capabilities match product and business requirements.
4. Install and support leased lines and frame networks.
5. Use commercially reasonable efforts to cause networks perform at 99.5% availability, identifying and resolving problems quickly.

(e) Voice Services

1. Provide daily operation of the PBX, ACD, voicemail, IVR, and conference bridge systems at the Corporate Square and Dallas locations.
2. Coordinate moves, adds, or changes for telephone services for headquarters personnel.
3. Provide support to the call center and help desk operations by assisting in planning for moved, add, or changes and day to day operational support and monitoring.
4. Quickly identify problem areas in quality of service or availability of voice networks and services and take corrective action to resolve these areas with little or no disruption to customers.
5. Coordinate and support the implementation of new voice applications or services with other divisions.



(f) Other Services

1. Provide electronic interfaces to third parties as reasonably necessary to provide the Services.

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Personnel Levels and Skills Maintenance

Personnel levels will be maintained at least at pre-transition levels. Pertinent skills will be maintained at the levels necessary to properly maintain and support the particular technologies.

4

Addendum II--Tandem Services

General

Provider will provide to Recipient Tandem hardware/software facilities, operations, and technical support for transaction processing, cash management, and file transfer and Tandem-related communications hardware and software systems services including related technical and operations support services.

Locations

The Tandem Services will be provided for the following Recipient locations: Atlanta (including any new locations that become part of the Atlanta system complex), Dallas and Toronto.

Specific Tandem Services

(a) Hardware/Software Processing Facilities:

- . Provide properly sized (based on results of Capacity Planning) Tandem Guardian OS based systems.
- . Maintain OS level system integrity. Provide system reliability through preventative software maintenance carefully scheduled system updates, and quality control procedures.
- . Support the existing Recipient FrontEnd Communications applications.
- . Support the existing Recipient File Transfer application.
- . Support application modification of the existing Recipient FrontEnd Communications applications where feasible under the existing architecture.
- . Support application modification of the existing Recipient File Transfer applications where feasible under the existing architecture.

(b) Operations

- . Provide 7x24 operations management support for the Tandem systems.
- . Provide method to coordinate and accept application operational support changes.
- . Provide daily operations status reports.
- . Backup and recovery

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(c) Technical Support

- . Provide 7x24 production level technical support for the Tandem systems.
- . Provide technology and applications guidance to Recipient in the

best use of Tandem technology and proper application techniques.

- . Track new Tandem related technology trends, both tactical and strategic, that may have pertinence to Recipient's current and future product offerings. Maintain a continuing dialog with all key vendors.

(d) Capacity Planning

- . Conduct capacity analysis weekly (or more frequently if reasonably required) to plan for sufficient system capacity to handle anticipated peak loads. Work with the business units to develop business forecasts and track actuals against forecasts.

(e) Capacity Acquisition

- . Manage acquisition and deployment of properly configured Tandem equipment based on capacity planning analysis

Interface Management

- . Use commercially reasonable efforts to timely deploy properly configured Tandem communications equipment based on Recipient customer interface requirements. This area will require highly coordinated integration with the Telecommunications department's communications provisioning services.

Personnel Levels and Skills Maintenance

- . Maintain current Recipient specific Tandem staffing levels. Hire, train, and maintain well qualified personnel to staff the Communications Systems Engineering organization

Reporting

- . Maintain current Recipient specific reporting facilities. These include the daily operational status reports as well as the real time feeds into the existing monitoring systems.
- . The following regular monthly reporting will be provided by Provider to Recipient by the 10/th/ day of each month for the preceding month:

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- Tandem processor capacity utilization
- System Outages - planned or unplanned
- Network outages - planned or unplanned
- Communication port assignment/usage

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Addendum III--Transition Services

General

Transitional services to be provided to Recipient as required as Recipient moves to self-sufficiency post-Distribution, to include LAN/WAN support & engineering, Email support, Customer Service System support, Financial Systems support, Human Resource & Payroll Systems support, UNIX/NT Engineering, and PC & Printer Support of a nature currently provided to by Provider to Recipient. These transitional services shall be provided by Provider to Recipient as reasonably required for up to 12 months from and after the Effective Date, excepting Human Resource & Payroll Systems support, which may be maintained by Recipient for a period of up to 24 months from and after the date hereof.

Locations

The Transition Services will be provided for the following Recipient locations:

- . LAN/WAN - All Recipient locations until the earlier of 12

- months from the date hereof and self-sufficiency
- . Email - All Recipient locations until the earlier of 12 months from the date hereof and self-sufficiency
- . Customer Service System - All Recipient locations until the earlier of 12 months from the date hereof and self-sufficiency
- . Financial Systems - Atlanta locations until the earlier of 12 months from the date hereof and self-sufficiency
- . HR & Payroll Systems - Atlanta locations until the earlier of 24 months from the date hereof and self-sufficiency
- . UNIX/NT Engineering - Atlanta locations until the earlier of 12 months from the date hereof and self-sufficiency
- . PC & Printer Support - Atlanta locations until the earlier of 12 months from the date hereof and self-sufficiency

Specific Transition Support Services.

The specific Transition Support services shall include:

- . Operation and support of the technology prior and during transition
- . Assistance in designing the transition plan

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- . Identifying the necessary personnel requirements
- . Establishing the necessary vendor relationships
- . Identifying and configuring the necessary facilities, computing, networking, and telecommunications requirements.
- . Assistance in costing

Cessation of Transition Support Services.

Recipient may suspend the provision of specified transition support services by Provider hereunder upon the provision of not less than sixty days prior written notice to Provider. Provider shall cease the provision of those specified support services as of the date specified by Recipient and shall suspend charges for those services beyond said cessation of service date.

2

Addendum IV--Ad Hoc Services

General

Provider will use commercially reasonable efforts to provide to Recipient such other specific network and systems related services or projects as Recipient may from time to time reasonably request.

Project Requests; Project Management.

Recipient shall submit all project requests to Provider using a Provider specified format. Not later than ten (10) calendar days after a project request is submitted by Recipient, Provider shall respond in writing either (i) that Provider is able to perform the project, together with the estimated timeframe and estimated cost of the project, (ii) that Provider is unable to evaluate its ability or to perform the project, or to provide an estimated timeframe and estimate cost for completion of the project, because the project request lacked needed specificity, information or other omissions, or (iii) in the event that Provider determines that the requested project will jeopardize overall reliability, response time, or other material aspects of the Tandem System or the Telecom System, that Provider will not perform the project. If Provider informs Recipient that Provider will not perform the project for the reasons set forth in subsection (iii) of this paragraph, the Provider and Recipient Senior Representatives will discuss the issues raised by the project request and the

response, in good faith, to see if the Parties can mutually agree to a mutually satisfactory solution.

The status of all Ad Hoc Services projects will be reported at the Weekly Meetings. The status will include a listing of all projects in process and submitted, the completion status, and the amount of resources allocated.

The Provider will allocate one half full-time individual to project review and costing and include the cost of such in the annual cost allocation. If Recipient wishes additional manpower devoted to this activity, additional resource will be added at Recipient's expense.

#### Resource Commitment

In conjunction with the projections for Services for each fiscal year, a certain amount of Ad Hoc Services will be estimated and costed and included in the overall annual cost to the Recipient. Once the estimated Ad Hoc Services have been established, Provider will specify the number of human resources to be made available to Recipient in terms of man-hours and/or specific personnel for Ad Hoc Services. Status reports prepared by Provider pursuant to this Addendum IV shall summarize the remaining man hours available to Recipient for project management purposes and describe Recipient's use of available man hours during the period covered by such report. All Ad Hoc Services are intended to be performed by this committed level of resources. If this resource level is insufficient to perform the requested Ad Hoc projects, the Recipient will have the option of requesting adding resources at extra cost. The costs for underutilized Ad Hoc resources will not be refunded. The resources available for project work will be shared with those resources required for technology support as is the current practice.

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This means that any promised delivery dates will be subject to modification if support or operations issues arise. Recipient will be promptly informed if the latter situation occurs. Provider will use commercially reasonable efforts to increase the resource level on any project if Recipient requests and Recipient is agrees to fund all incremental costs thereof. The Provider, however, does not guarantee the ability to increase resource levels due to the specialized nature of certain skill sets.

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#### Addendum V--Allocation of Costs

##### Cost of Services

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##### (a) Determination of certain costs

Services will be provided by Provider to Recipient hereunder at costs and charges based and determined as follows:

- 1) In the case of technology and services shared by Provider and Recipient, an allocated percentage of Provider's overall cost for shared technology and services representing Recipient's allocable and proportionate share of the aggregate costs of such shared technology and services;
- 2) In the case of technology and services exclusively provided to Recipient, Provider's direct cost to provide Recipient said exclusive technology or services; and
- 3) In the case of additional requested services, Provider's direct cost to provide Recipient said additional requested services, including operations, procurement, engineering and administrative services provided by Provider to Recipient in connection therewith, which shall be charged to and borne by Recipient at Provider's actual manpower costs (salary, burden and all other costs directly associated with such manpower, such as office space, supplies and similar expenses) directly applicable to the provision of services provided.

##### (b) Fiscal Year basis, etc.

Costs for Services as provided above are to be quoted by Provider to

Recipient on a fiscal year basis based on a specific set of base services described in Addendum I--Telecom Services, Addendum II--Tandem Services, Addendum III--Transition Services and Addendum IV--Ad Hoc Services. The costing methodology for the base Telecom Services and Tandem Services is described in Costing Methodologies, Costing Methodologies for Telecom Services and Costing Methodologies for Tandem Services. The costs for Services described in Addendum III--Transition Services, and Addendum IV--Ad Hoc Services will be billed at the allocable costs of the cost centers, individuals or other resources providing such Services, including costs for operations, procurement, engineering and administrative services provided by Provider to Recipient in connection therewith, which shall be charged to and borne by Recipient at Provider's actual manpower costs (salary, burden and all other costs directly associated with such manpower, such as office space, supplies and similar expenses) directly applicable to the provision of services provided. The costs incurred in connection with Addendum VII--Capacity Planning are included in the costs of other Services.

(c) Cost adjustments

Costing will be provided by Provider to Recipient for the services covered by this Agreement on a fiscal year basis. The costs that are actually incurred during such fiscal year may be adjusted by Provider depending on certain events that occur during that period. The events

1

that could cause cost adjustments would include:

- 1) Unforecasted capacity increases required by Recipient
- 2) Recipient requested increases or decreases in support levels
- 3) New technology projects requested by Recipient
- 4) Facility upgrades required by new Recipient projects
- 5) Telecom rate changes
- 6) Price changes by suppliers or vendors

(d) Notice of changes

Provider will provide 30 days prior written notice to Recipient of any material costing change known to it in advance.

(e) Other Charges

In addition to the charges and fees for services rendered as provided above, Recipient will also be responsible and charged hereunder for the following items:

- 1) All unbudgeted travel and other out-of-pocket expenses incurred by Provider in connection with Provider's performance of its obligations under this Agreement,
- 2) All taxes, assessments, duties, permits, fees and other charges of any kind imposed on this Agreement, the Services or use of Provider Systems or Provider Licensed Software (other than any taxes on, or based on, the income of Provider); and
- 3) All costs incurred by Provider in connection with unusual reruns necessitated by incorrect or incomplete data or erroneous instructions supplied to Provider by Recipient or for corrections of programming, operator or other processing errors caused by Recipient.

Costing Methodologies

The methodology is keyed to the nature of the technology or service area and the intent is that any necessary allocation be equitable and proportional to relative usage in nature. The capacity costs required to be paid by Recipient will be based on the actual costs to provider for the capacity dedicated to Recipient hereunder.

Costing Methodologies for Telecom Services  
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(a) Telecom Carrier Charges (explicit or allocated)

Minutes, line charges, fees, maintenance, equipment, and related telecom carrier charges will be charged to Recipient based on either explicit usage (i.e. such charges are for services provided exclusively to Recipient and identified as such in the carrier billing) or on an allocated cost basis in those cases where the carrier services is shared by the Parties under an arrangement with consolidated billing. The allocation will be based on proportionate usage as reasonably determined by Provider. The costs invoiced to Recipient will be on a pass-through basis with a prorated share of overhead costs added.

(b) Telecom staff (allocated)

Network operations, engineering, provisioning, administration, and installation costs will be allocated based on proportionate usage as reasonably determined by Provider.

Costing Methodologies for Tandem Services  
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Recipient will be charged a percentage of the Tandem depreciation, hardware/software maintenance costs, license fees, operations and technical support manpower costs, supplies, data center facilities costs, and other similar costs based on their portion of usage of the Tandem System. This percentage will be calculated one year in advance based on the Projected Volumes shown in the 12-month rolling forecast. This percentage is to be considered a minimum due to fixed costs incurred for the next 12 months. If usage increases beyond the initial percentage, the percentage of costs will be adjusted upwards on a monthly basis. The percentage of usage is calculated by dividing the overall capacity of the Tandem System at the beginning of the fiscal year by the Recipient transaction count. Any excess capacity in the Tandem System will be proportionally allocated between the Recipient and the Provider. If either Party transitions off the Tandem System at a rate substantially faster than the other Party, it is agreed that such other Party will not be allocated costs for any excess capacity in excess of 20%. Increased transactions of the Recipient that fit within the excess capacity allocated to Recipient will not incur additional cost.

Addendum VI--Termination Fee

The Termination Fee shall equal the sum of the following:

. Balance of any software license or maintenance agreements allocable to Recipient through the end of the Initial Term, provided however that Recipient shall be entitled to receive the benefit of any early termination provisions included in those agreements and Provider shall attempt to mitigate against the assessment of any penalties of fees against Recipient

. Book value or remaining lease balance of any facility installations installed solely to accommodate Recipient processing or forecasted volume, to the extent that payment for such facility installations is not otherwise provided for by the [Lease Agreement].

. Telecom or other rate increases (including any loss of rate reductions and any penalties) due to Provider not being able to satisfy contract minimums after the effective date of such termination.

. One half of any other costs reasonably incurred by Provider that are directly related to splitting or transitioning hardware or software to Global.

Addendum VII--Capacity Planning

12-Month Rolling Forecasts

To facilitate capacity planning, Recipient will provide to Provider a 12-

month rolling forecast of expected transaction volumes for the Tandem System (including hardware) and Telecom System capacity planning purposes in a format to be provided by Provider. Said 12-month forecast shall be provided by Recipient each month by the first day of each calendar month and shall provide a firm and fixed forecast commitment for the ensuing twelve calendar months. These capacity forecasts will be used by Provider as the basis for acquisition of Tandem hardware, TCP/IP network, and telecommunications capacity and for the charges for the Services in accordance with Addendum V. Provider and Recipient will meet at least monthly to review capacity requirements as well as actuals against forecasted plan.

#### Additional Capacity Requirements

If Provider reasonably determines that additional equipment is required for the sole purpose of satisfying the Recipient capacity requirements as reflected in capacity forecasts provided by Recipient to Provider hereunder, Provider shall promptly notify Recipient in writing and Recipient shall have up to 15 calendar days to either consent to such purchase by Provider or to give notice that it disputes the need for such purchase, in which case the dispute will be resolved pursuant to Article 15.

Services Agreement  
(Batch Processing)

This Services Agreement (Batch Processing) (the "Agreement") is between Global Payments Inc., a Georgia corporation ("Global Payments" or "Provider") and National Data Corporation, a Delaware corporation ("NDC" or "Recipient") (Global Payments and NDC are each referred to as a "Party" and both are referred to as the "Parties"), and is dated as of and is made effective as of January 31, 2001 (the "Effective Date").

Background

Prior to the Effective Date, NDC had two primary areas of business, the processing of credit card transactions (the "Commerce Business") and the processing of claims and related transactions among health care providers and health care insurers (the "Health Business").

The Board of Directors of NDC has determined that it is in the best interests of NDC and its shareholders for NDC to transfer and assign to Global Payments the capital stock of National Data Payment Systems, Inc., Global Payment Holding Company, NDC Holdings (UK) Ltd., Merchant Services U.S.A. and their respective subsidiaries (the "NDC Global Payments Subsidiaries") that hold all of the assets and liabilities that currently constitute NDC's Global Payments business and a 0.85% general partnership interest in GPS Holding Limited Partnership as a contribution to the capital of Global Payments and to receive in exchange therefore shares of Global Payments common stock, and to thereafter make a distribution (the "Distribution") to the holders of NDC common stock of all of the outstanding shares of Global Payments common stock at the rate of eight-tenths (0.8) of a share of Global Payments common stock for every one share of NDC common stock outstanding pursuant to a Distribution Agreement, dated as of the date hereof, between NDC and Global Payments (the "Distribution Agreement"). The Parties intend that the transactions described in the Distribution Agreement will be effective at the Effective Time (as that term is defined in the Distribution Agreement). Upon the Effective Time, NDC's business will be the Health Business, and Global Payments's business will be the Commerce Business.

Although the transactions provided for in the Distribution Agreement and the Ancillary Agreements (as that term is defined in the Distribution Agreement) will provide for the separation of NDC and Global Payments into separate and distinct entities and the substantial separation of their operations, and although the Parties had, prior to the Effective Date, begun (and in some cases, completed) the separation of certain computer system and network system functions, other computer systems and network activities presently shared by the Parties, such as the batch processing capabilities of the Unisys computers (the "Batch Processing System") that serve both the Health Business and the Commerce Business cannot be separated as of the Effective Date.

Accordingly, the Parties deem it to be appropriate and in their best interests in connection with the Distribution that Global Payments shall provide to NDC certain services upon the terms and conditions of this Agreement for the period provided for herein and that NDC will reimburse

Global Payments for such services, on an allocated cost basis, plus certain fees for administrative costs.

Terms and Conditions

Now, Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article 1 Provision of Services

"Services" means the batch processing services described in Addendum I-- Batch Processing Services.

Provider shall, subject to the terms and conditions of this Agreement, provide Recipient with the Services.



## Article 2 Allocation of Costs

All costs incurred by Provider in connection with the provision of the Services will be allocated between the Parties as described in the body of this Agreement or in Addendum II--Allocation of Costs.

## Article 3 Invoices and Payments

### Section 3.01 Invoices

Provider will provide Recipient monthly invoices which will provide reasonable details regarding the allocation of costs and other charges for each of the types of Services rendered.

Provider will use commercially reasonable efforts to provide Recipient with an invoice by the tenth day of the month following the month in which the Services were rendered.

Recipient must notify Provider of any objection within twenty (20) days after its receipt of the invoice, and must provide reasonable details as to specific charges to which Recipient objects, and the basis for such objection.

### Section 3.02 Payment

Recipient agrees to pay Provider all costs allocated to it in accordance with this Agreement and all other charges that Provider is entitled to charge pursuant to this Agreement. All payments by Recipient shall be made within thirty (30) days of Recipient's receipt of an invoice and shall be made by wire transfer to a bank account designated by Provider.

If any portion of an amount due to Provider under this Agreement is subject to a bona fide dispute between the Parties, Recipient shall nonetheless pay and remit to Provider on the date such amount is due all amounts not disputed in good faith by Recipient.

-2-

## Article 4 Term and Termination

### Section 4.01 Initial Term

This Agreement shall begin on the Effective Date, and shall expire on May 31, 2001 (the "Initial Term"), unless (i) renewed as provided in Section 4.02 or (ii) terminated earlier in accordance with the terms of this Agreement.

### Section 4.02 Renewal Terms

This Agreement may be renewed for two successive renewal terms of one (1) year (each a "Renewal Term") (the Initial Term and all Renewal Terms collectively referred to herein as the "Term") if, during the Initial Term, Recipient gives written notice of renewal at least thirty (30) days prior to the last day of the Initial Term; and if, no later than at least thirty (30) days prior to the last day of the first Renewal Term, Recipient gives written notice of renewal for the second Renewal Term.

### Section 4.03 Extension in Connection with Termination Assistance

If, pursuant to Section 4.06, Recipient requests that Provider provide termination assistance, then this Agreement shall be extended during the period that Provider provides such termination assistance.

### Section 4.04 Termination

#### (a) By Recipient for Convenience

Recipient may terminate this Agreement for convenience, in whole but not in part, by giving Provider at least three hundred sixty five (365) days prior notice designating the termination date.

#### (b) By Provider for Non-Payment

Provider may terminate this Agreement if Recipient defaults in the payment when due of any amount due to Provider and does not cure such default within 10

days after receiving notice of the default.

(c) By Either Party upon Material Default

This Agreement may be terminated by either Party if the other Party commits a breach of a material term, obligation or condition hereof, where said breach is not substantially cured within 30 days after receiving written notice of said breach, or with respect to a material breach that cannot reasonably be cured within 30 days, that the breaching Party has not commenced substantial action to cure said breach within 30 days after receiving notice of said breach.

-3-

Section 4.05 Cessation of Performance; Payment

Upon expiration or termination of this Agreement for any reason, except as provided in Section 4.06, Provider will cease to have any obligation to perform the Services hereunder, and Recipient will pay and remit to Provider all amounts due to Provider for all Services provided and expenses incurred through the date of such expiration or termination.

Section 4.06 Termination Assistance

In connection with the expiration or termination of this Agreement for any reason unless this Agreement has been terminated by Provider pursuant to Section 4.04(b), Provider will, for a reasonable period, provide reasonable termination assistance to Recipient in order to assist Recipient in transitioning the Services from Provider to Recipient or other third party provider; provided, however, that Recipient shall be obligated to pay all fees and expenses of Provider incurred in connection with the rendering of said termination assistance.

Section 4.07 Survival of Selected Provisions

Notwithstanding the expiration or earlier termination of this Agreement for any reason, however described, the following sections of this Agreement shall survive any such expiration or termination: Section 4.05; Section 4.06; this Section 4.07; Article 8; Article 9, Article 10, Article 11; Section 12.06; Section 12.08; Section 12.10; Section 12.11 and Section 12.12. Upon termination or expiration of this Agreement, all rights and obligations of the Parties under this Agreement will immediately cease and terminate (except for the rights and obligations under those Sections specifically designated to survive in this Section 4.07).

Article 5 Service Levels

Section 5.01 General

The Parties have agreed to a procedures manual (the "Procedures Manual") that governs the performance of the Services by Provider. Provider agrees that the performance and delivery of the Services will meet or exceed any agreed upon service levels to be set forth in the Procedures Manual, and Recipient agrees that its only remedies for the failure of the performance or delivery of the Services to meet or exceed any agreed upon service levels set forth in the Procedures Manual will be the remedies, if any, set forth in the Procedures Manual.

Section 5.02 Measured Services

If a performance metric for a particular Service or aspect of the Services are not set forth in the Procedures Manual, and Recipient requests that one or more performance metrics be established for a particular aspect of the Services, then Provider, with the assistance of Recipient shall perform an assessment of the historical service levels as they existed for the twelve (12) month period before the Effective Date for such aspect of the Services, and Provider will propose performance metrics based on that assessment. When performance metrics for such aspect of the Services have been accepted in writing by Recipient and Provider, such service levels shall be incorporated into the Procedures Manual, and Provider will thereafter perform in accordance with such new service levels. The Parties intend that any and all service levels will not be less favorable

-4-

to Recipient during the Term than they are at the initiation of the Services pursuant to this Agreement.

#### Section 5.03 Review and Remedy

The Parties will review the extent to which the Services were performed in accordance with the Procedures Manual as part of each Monthly Review (as that term is defined below). If the Services have been performed at a level below any applicable service levels included in the Procedures Manual, each Party may propose one or more remedies if no specific remedy is set forth in the Procedures Manual. These remedies can include modification of the applicable service levels, equipment changes or changes in operational processes. If, after the involvement of the Senior Representatives, the Parties are unable to agree to remedies, either Party may invoke the provisions of Article 11. Notwithstanding the foregoing, in the event that the Parties cannot reach agreement regarding a remedy after resort to the dispute resolution procedures set forth in Article 11, then the Parties may pursue all other remedies available under this Agreement and the Procedures Manual.

### Article 6 Project Management

#### Section 6.01 Senior Representatives; Monthly Reviews

Provider and Recipient each shall appoint a senior member of management to represent them with respect to the relationship of the Parties hereunder (each, a "Senior Representative"). The Provider Senior Representative and the Recipient Senior Representative shall meet at least one time each calendar month (the "Monthly Review") to review Provider's performance under this Agreement.

#### Section 6.02 Account Managers; Weekly Meetings

Provider and Recipient will each appoint an account manager to serve as such Party's main contact with the other Party for project and request submissions, status reporting, disputes and other issues related to this Agreement (each, an "Account Manager"). The Account Managers shall hold weekly meetings (the "Weekly Meetings") to discuss performance under this Agreement and all operational and administrative issues relating thereto.

#### Section 6.03 Personnel Decisions

(a) Provider will consult with Recipient in each instance prior to transferring, reassigning, terminating, hiring or making other changes in any of the human resources allocated by Provider as of the Effective Date to the performance and delivery of the Services. Provider will use commercially reasonable efforts to maintain continuity of the persons performing Services under this Agreement.

(b) If Recipient reasonably and in good faith determines that it is not in Recipient's best interests for any Provider or subcontractor employee to be appointed to perform or to continue performing any of the Services, Recipient shall give Provider written notice specifying the reason for its position and requesting that such employee not be appointed or be removed from the Provider group servicing Recipient and be replaced with another Provider employee.

-5-

Promptly after its receipt of such a notice, Provider shall investigate the matters set forth in the notice, discuss with Recipient the results of the investigation, and the Parties will use commercially reasonable efforts to resolve the matter on a mutually acceptable basis.

### Article 7 Software

#### Section 7.01 Third Party Software

Prior to the Effective Date, NDC was a licensee of certain software from third parties (the "Third Party Software"). NDC used the Third Party Software, together with the Shared Software (as that term is defined below) and the computer hardware and other devices owned or leased by it to operate the Batch Processing System. Provider represents and warrants that it has obtained all Required Consents (as defined below) under the contractual, leasing and licensing arrangements used by Provider to provide the Services (the "Third Party Agreements"). The Parties believe that the terms and conditions of the licenses to the Third Party Software permit Provider to provide the Services to

Recipient pursuant to the terms of this Agreement without any increase in any royalty fee or any other adverse change in the terms and conditions of such licenses; however, to the extent that Provider determines or has notice of any claim that any such license restricts Provider from providing any of the Services, Provider shall promptly negotiate an amendment to such license so that it may provide the Services (whether by the grant of a sublicense or otherwise), and in such event if Provider incurs any increase in the cost of the royalty fee or other adverse change in the terms and conditions of an existing license, or renewal or extension thereof, Recipient will reimburse Provider for that portion of the cost of such license (or the increased royalties or the cost of any other adverse change in the terms and conditions) that corresponds to Recipient's proportionate use of such Third Party Software.

Except as provided above, Provider will be responsible for the payment of all license fees, royalty fees, maintenance fees, acquisition costs or similar costs incurred in connection with the use of Third Party Software, all of which will be included as part of the cost allocation process described in Addendum II--Allocation of Costs. Recipient will be responsible for the payment of all license fees, royalty fees, maintenance fees, acquisition costs or similar costs of any Third Party Software used by Provider solely to provide Services to Recipient, none of which will be included as part of the cost allocation process described in Addendum II--Allocation of Costs.

#### Section 7.02 Application of Current Technology

In providing Services hereunder, Provider will continue to utilize the technology that was used prior to the Effective Date. Provider may not make changes to its technology that materially and adversely affects the Services, but, notwithstanding the foregoing, in the event that Provider makes certain technology changes that materially and adversely affect the Services, Recipient will have a right to terminate this Agreement for convenience as provided by Section 4.04(a).

If Provider makes changes to its technology that materially increases the quality of the Services, any increased development costs, expenses or fees associated with such technology

-6-

changes will be shared by Provider and Recipient based on the proportionate use of the Services that were materially improved in quality.

### Article 8 Warranties And Additional Undertakings

#### Section 8.01 By Provider

Provider will perform the Services in a professional and workmanlike manner.

#### Section 8.02 Security

Provider is responsible for running a professional data center with the normal safeguards of an "average" business. Provider shall perform the Services in accordance with the physical and data security procedures set forth in the Procedures Manual.

#### Section 8.03 Virus Avoidance

Each Party will take commercially reasonable measures to ensure that no virus or similar items are coded or introduced into any software used to provide the Services and the operating environments used to provide the Services. Both Parties will continue to perform and maintain at least the virus protection and correction procedures and processes in place at Provider prior to the Effective Date. If a virus is found to have been introduced into any software or operating environment used to provide the Services, both Parties shall use commercially reasonable efforts and diligently work to eliminate the effects of the virus. However, Provider shall take immediate action to remediate the virus' proliferation in the operating environment used to provide the Services. The Party causing or permitting a virus to be introduced into any software or operating environment used to provide the Services shall bear the costs associated with such efforts and the Losses caused by such a virus. If Recipient introduces or permits the introduction of a virus, Provider shall be relieved of the affected services levels described in the Procedures Manual to the extent such virus impacts Provider's ability to satisfy such service levels.

#### Section 8.04 Disabling Codes

Each Party agrees that it will not insert or use disabling codes in any software or equipment used to provide the Services. The Parties further covenant that with respect to any disabling code that may be part of any software or equipment used to provide the Services, neither Party will invoke such disabling code at any time, including upon expiration or termination of this Agreement for any reason.

#### Section 8.05 Pass-Through Warranties

Provider agrees to pass through to Recipient any warranties given by its third party vendors in connection with hardware, software or other products or services used by Provider to provide the Services to the extent permitted by the terms and conditions of such warranties.

-7-

#### Section 8.06 Disclaimer of Warranties.

Except as otherwise expressly provided herein, neither party makes any other representations or warranties, of any kind, nature or description, including without limitation any warranties of merchantability or fitness for a particular purpose.

#### Section 8.07 Noninfringement

Each of the Parties covenants that it will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any third party.

#### Section 8.08 Regulatory Proceedings and Compliance with Laws

Each Party agrees, at its cost and expense, to obtain all necessary regulatory approvals applicable to its business, to obtain any necessary permits for its business, and to comply with all laws and regulatory requirements applicable to the performance of its obligations under this Agreement. If a Party seeking a regulatory approval or a necessary permit is dependant upon the cooperation of other Party in order to obtain such approval or permit, the other Party will provide such cooperation as is reasonably necessary provided that the Party seeking such cooperation shall reimburse the cooperating Party for all costs incurred in connection therewith.

### Article 9 Confidential Information

#### Section 9.01 Confidential Information of Recipient.

Provider covenants and agrees to keep and hold in confidence all of Recipient's data and other confidential or proprietary information (collectively the Recipient Confidential Information) provided hereunder or obtained in connection herewith, and will use said Recipient Confidential Information only in connection with the performance of the Services. Provider will employ substantially the same safeguards, but not less than reasonable safeguards, in protecting the Recipient Confidential Information that it uses in safeguarding confidential data of its own, or the confidential data of its customers, against accidental or unauthorized deletion, destruction or alteration.

#### Section 9.02 Confidential Information of Provider

Recipient covenants and agrees to keep and hold in confidence all of Provider's data and other confidential or proprietary information (collectively the Provider Confidential Information) provided hereunder or obtained in connection herewith, and will use said Provider Confidential Information only in connection with its receipt of the Services. Recipient will employ substantially the same safeguards, but not less than reasonable safeguards, in protecting said Provider Confidential Information that it uses in safeguarding confidential data of its own, or confidential data of its customers, against accidental or unauthorized deletion, destruction or alteration.

-8-

### Section 9.03 Exclusions

Notwithstanding Sections 9.01 and 9.02, this Article 9 will not apply to any information which Provider or Recipient can demonstrate, based on documentary evidence, was: (a) without a breach of duty owed to the disclosing party, is in the possession of the receiving party at the time of disclosure to it; (b) received after disclosure to it from a third party who had a lawful right to and, without a breach of duty owed to the disclosing party, did disclose such information to it; or (c) independently developed by the receiving party without reference to Company Information of the disclosing party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency. However, the recipient of such Confidential Information must give the other Party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information, all at the discloser's cost and expense. Disclosure

Each Party may disclose the other Party's Confidential Information to those of the recipient Party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information and have agreed to hold the information confidential.

### Article 10 Indemnities

#### Section 10.01 Losses Defined

"Losses" shall mean all losses, liabilities, damages, penalties and claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related costs, expenses and other charges (including all reasonable attorneys' fees and reasonable costs of investigation, litigation, settlement or judgment, interest and penalties).

#### Section 10.02 Indemnities for Certain Losses

Each Party shall indemnify (in such case, that Party is referred to as the "indemnitor") the other Party (in such case, that Party is referred to as the "indemnitee") from all Losses arising out of:

- (a) any claim for rent or utilities at any location where the indemnitor is financially responsible under this Agreement for such rent or utilities, or
- (b) any claim for wages, benefits, third party fees, taxes, assessments, duties, permits or other charges of any nature for which the indemnitor is financially responsible under this Agreement, as well as any additions to tax, penalties, interest, fees or other expenses incurred by the indemnitor as a result of such charges not being paid at the time or in the manner required by applicable law, or
- (c) an act or omission of the indemnitor in its capacity as an employer of a person and arising out of or relating to (1) federal, state or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) accrued employee benefits not expressly assumed by the indemnitee and (4) any other aspect of the

-9-

employment relationship or its termination (including claims for breach of an express or implied contract of employment) and which, with respect to each of clauses (1) through (4), arose when the person asserting the claim, demand, charge, actions, cause of action or other proceeding was or purported to be an employee of the indemnitor, or

- (d) any claims of infringement of any patent or any copyright, trademark, service mark, trade name, trade secret, or similar property right conferred by contract or by common law or by any law of any country or any state alleged to have been incurred because of or arising out of any aspect of the Services provided by Provider in its performance of the Services, or
- (e) any claims for personal injuries, death or damage to tangible personal or real property of third parties including employees of a Party, and its subcontractors caused by the negligence or willful misconduct of

such Party, its employees, affiliates or subcontractors. However, neither Party will have any obligation under this part, to the extent the same arise out of or in connection with the negligence or willful misconduct of the non-indemnifying Party, its employees, affiliates or subcontractors.

#### Section 10.03 Limitation of Liability

Except for a breach of Section 3.02, Article 9, or liabilities arising from the Parties' indemnification obligations under Section 10.02, the liability of each Party to the other for all damages arising out of or related to this Agreement, regardless of the form of action that imposes liability will be limited to \$100,000.00; provided however, that this limitation of liability also will not apply to the liability of either Party to the extent such liability results from (a) that Party's acts of intentional misconduct in the performance or nonperformance of its obligations under this Agreement; (b) that Party's nonperformance of its payment obligations to the other expressly set forth in this Agreement (including, with respect to Recipient, Recipient's obligation to make payments to Provider, whether in the form of charges for Services performed hereunder, payments upon termination of this Agreement, or for payment or reimbursement of taxes, out-of-pocket expenses or pass-through expenses).

#### Section 10.04 Exclusion of Certain Damages

Except for a breach of Section 3.02, Article 9, or liabilities arising from the Parties indemnification obligations under Section 10.02, in no event will either Party be liable for any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any Party, including third Parties, even if such Party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

-10-

#### Section 10.05 Duty to Mitigate

Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such damages.

#### Section 10.06 Time Limit to Make Claims

No claim and demand for mediation or arbitration or cause of action which arose out of an event or events which occurred more than two (2) years prior to the filing of a demand for mediation or arbitration or suit alleging a claim or cause of action may be asserted by either Party against the other.

### Article 11 Dispute Escalation and Mediation

#### Section 11.01 Resolution of Disputes by Account Managers

All disputes between the Parties regarding charges, work activities, quality of service or any other issue hereunder shall be first raised by Recipient with the designated Provider Account Manager and the Parties shall endeavor to amicably resolve the same.

#### Section 11.02 Involvement of Senior Representatives

In the event of any dispute between the Parties regarding charges, work activities, quality of service or any other issue hereunder that cannot be resolved by Recipient with the Provider Account Manager, Recipient is required to submit its complaint in writing to the Provider Senior Representative within 30 days of the event or circumstance giving rise to said dispute, or as soon thereafter as reasonably practical. Any such written complaint shall specifically reference this dispute provision and shall provide reasonable details regarding the nature and facts surrounding the complaint. The Provider Senior Representative shall respond to each complaint received hereunder within 30 calendar days of receipt of said complaint. The Provider Senior Representative and the Recipient Senior Representative shall endeavor to amicably resolve any such dispute.

#### Section 11.03 Involvement of Chief Executive Officers

In the event that negotiations in accordance with Section 11.01 and Section

11.02 have failed to resolve a dispute hereunder, the matter shall be referred to the Chief Executive Officers of Provider and Recipient for attempted resolution. In the event that the dispute cannot be resolved satisfactorily between Provider and Recipient at that level, each Party agrees to submit first to non-binding mediation as provided below.

#### Section 11.04 Non-binding Mediation

(a) In the event non-binding mediation is required by Section 11.03, the Parties shall submit the dispute to non-binding mediation to be held in Atlanta, Georgia. The Parties will choose a neutral mediator from a list of mediators maintained by the American Arbitration

-11-

Association (the "AAA") office located in Atlanta, Georgia. If the Parties are unable to agree on the mediator, the mediator will be selected by the AAA.

(b) Notwithstanding any other provision of this Article 11, either Party may resort to court action for injunctive relief at any time if the dispute resolution processes set forth in this Article 11 would permit or cause irreparable injury to such Party or any third Party claiming against such Party, due to delay arising out of the dispute resolution process.

#### Section 11.05 Expenses of Mediation

Each Party shall be responsible for its costs of mediation, and the Parties will each pay one-half of the expenses of the mediator and the AAA.

#### Section 11.06 Recipient's Sole Remedy Upon Failure of Mediation

In the event that a dispute is not resolved after mediation to the satisfaction of Recipient, the sole remedy of Recipient is to terminate this Agreement for convenience as provided in Section 4.04(a), and, in the case of an overcharge revealed by an audit made pursuant to Section 12.01, to bring suit for the amount of such overcharge; provided however, the Parties may pursue any and all remedies available at law or in equity (in each case subject to the limitations of Section 10.03, Section 10.04, Section 10.05 and Section 10.06) (other than termination of this Agreement) for breaches of Sections 3.02, Article 9 or for acts of intentional misconduct in the performance of, or intentional nonperformance of, the Services or the obligations of the Parties pursuant to Article 2, Section 8.03, Section 8.04 or Section 10.02.

#### Section 11.07 Continuation of Services and Obligations Pending Resolution of Disputes

Notwithstanding the existence of a dispute, Provider shall continue to provide the Services during any dispute resolution proceedings (whether informal or formal) and Recipient will continue to perform its obligations (including the making of all payments which are not the subject of a good faith dispute to Provider) in accordance with this Agreement.

### Article 12 Miscellaneous

#### Section 12.01 General Audit Rights

Recipient shall have the right to have the books and records of Provider that relate to the Services provided under this Agreement quarterly by its internal audit staff, or its external auditors (provided that any person that is a member of such audit staff or auditors participating in the audit must first sign a confidentiality agreement containing the same provisions of Article 9) Recipient shall be solely responsible for the costs and expenses of any such audit. In the event of such audit, Provider shall provide Recipient's auditors reasonable access to all relevant books, records and personnel during normal business hours. In the event an audit reveals an overcharge or undercharge, the Party who, based on the results of the audit, owes money to the other Party shall have a reasonable time to review audit and documents that provide the basis for the conclusions reached by the audit. After such a review, to the extent such Party does not dispute the conclusions of the audit, such Party shall pay the other Party the undisputed amounts owed. The disputed amounts, if any, may be resolved pursuant to Article 11.

-12-



#### Section 12.02 Subcontracting

Subject to the provisions of Section 6.03 hereof. Provider may subcontract non-material portions of the Services without consent or approval of Recipient, provided that (i) the subcontractors sign and deliver to Recipient appropriate confidentiality agreements in advance of undertaking any of the Services and (ii) Provider remains primarily liable and obligated to Recipient for the timely and proper performance of all of its obligations hereunder and for the proper and timely performance and actions of any person or entity to which it delegates or subcontracts any such obligation.

#### Section 12.03 Assignment

Except as provided in this Section 16.5, neither Party may assign this Agreement, in whole or in part, without the prior written consent and approval of the other Party hereto, which consent shall not be unreasonably withheld (provided however, in the case of any assignment by Provider, the Parties agree that the only basis on which Recipient may withhold such consent is if the assignee is not competent to provide the Services), except that either Party may, in connection with the sale of all or substantially all of its assets, any merger, consolidation, reorganization, or other business combination to which a party is a party, assign its obligations and responsibilities hereunder to the purchaser in the case of a sale of assets, or the surviving entity in the case of a merger, consolidation or business combination, without the approval of the other Party. An assignment will not relieve a Party of any obligations under this Agreement. Any purported transfer, assignment or delegation that does not comply with the terms of this Section 16.5 shall be null and void and of no force or effect. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement and the obligations hereunder to any successor of such Party by way of merger, consolidation, reorganization or the acquisition of substantially all of the business and assets of the assigning Party relating to the Agreement if such successor's principal business is the business of the other Party (i.e., the Health Business or the eCommerce Business).

#### Section 12.04 Consents and Approvals

Each Party will obtain all governmental and other consents necessary for it to provide or use, as the case may be, the Services.

#### Section 12.05 Relationship of the Parties

The sole relationship between the Parties shall be that of independent contractors. No partnership, joint venture, or other formal business relationship is hereby created between the Parties hereto. Neither Party shall make any warranties or representations, or assume or create any obligations, on the other Party's behalf except as may be expressly permitted hereunder or in writing by such other Party. Each Party shall be solely responsible for the actions of all their respective employees, agents and representatives.

#### Section 12.06 Non-solicitation or Hiring of Employees

During the Term and for eighteen (18) months thereafter neither Party will encourage or solicit any employee or consultant to leave the employ of the other Party; provided however, that

-13-

the foregoing does not prohibit mass media "want ads" not specifically directed towards employees or consultants of a Party.

#### Section 12.07 Expenses

Except as otherwise expressly provided for herein, each Party shall bear its own costs and expenses in connection with this Agreement and the performance of its obligations and responsibilities hereunder.

#### Section 12.08 Notices

All notices and communications under this Agreement shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, and, (b) three (3) business days after mailing if such notice or communication is sent by United States certified mail, return receipt requested, postage prepaid. All notices and

communications, to be effective, must be properly addressed to the Party to whom the same is directed at its address as follows:

If to Recipient, to:

National Data Corporation Inc.  
Two National Data Plaza  
Atlanta, GA 30329  
Attention: General Counsel

If to Provider, to:

Global Payments Inc.  
4 Corporate Square  
Atlanta, GA 30329  
Attention: General Counsel

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

#### Section 12.09 Amendment and Waiver

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

-14-

#### Section 12.10 Entire Agreement

This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

#### Section 12.11 Severability

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

#### Section 12.12 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state. This Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding export from the United States of computer hardware, software, technical data or derivatives of such hardware, software or technical data.

#### Section 12.13 Force Majeure

Provider will not be liable for any failure of performance of the Services under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute or governmental act or any other causes beyond Provider's reasonable control, whether or not of the same class or kind as those specifically named above.

#### Section 12.14 Counterparts

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

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

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto  
-----

Name: Randolph L. M. Hutto  
Title: Chief Financial Officer

Global Payments Inc.

By: /s/ Paul R. Garcia  
-----

Name: Paul R. Garcia  
Title: Chief Executive Officer

Addendum I--Batch Processing Services

General

Provider will provide to Recipient batch claims processing, printing services, provision of backup tapes, system backup and offsite storage.

Locations

The Services will be provided at Recipient's Atlanta location.

Specific Services

(a) Batch Runs

Conduct daily claims processing batch runs Monday through Friday.

Conduct five claims processing batch runs over each Saturday through Sunday period.

Conduct four weekly claims processing batch runs.

Conduct ten monthly claims processing batch runs.

(b) Printing Services

Print daily claims processing print files (HC/RX).

Print weekly Customer Profile System files.

Conduct ten Customer Profile System print runs per month.

(c) Provision of Tapes for System Backup

Provide Tandem backup tapes as needed.

Provide Unisys backup tapes as needed.

(d) Offsite Storage

Provide off-site storage for Tandem back-up tapes as needed.

Provide [off-site] storage for generic daily tapes as needed.

Provide [off-site] storage for VAX/CLINIX backup tapes as needed.

Addendum II--Allocation of Costs

Recipient will pay monthly fees to Provider for the Services. The Fees will be based on the allocated cost of the Services.

As of the Effective Date, Provider has estimated that the Services will

have an allocated cost of \$28,523.50, calculated as follows:

Provider estimates that the following personnel time will be required to provide the Services: (i) thirty minutes of manpower per day for print time, (ii) one hour of manpower per day for batch run set-up, (iii) three hours of manpower per day for tape handling, (iv) two hours of manpower per day for offsite handling, (v) thirty minutes of manpower per day for customer support and (vi) two hours of manpower per day for system operations, for an estimated monthly allocated cost of \$6,000.00.

Provider estimates that (i) it will print an estimated 9,100 daily claims processing print files (HC/RX) per month; (ii) print an estimated 1,733 weekly Customer Profile System files per month, (iii) conduct ten Customer Profile System print runs per month for an estimated total of 34,234 files per month, for an estimated monthly allocated cost of \$902.00

Provider estimates that the estimated time requirement by Provider to conduct all of the above batch runs is 37 hours per month, for an allocated monthly cost of \$18,500.00.

Provider estimates that Recipient will require an estimated 6,604 Tandem backup tapes annually and an estimated 5,034 Unisys backup tapes annually, for an allocated monthly cost of \$969.00.

Provider estimates that Recipient will require (i) off-site storage for 225 total Tandem back-up tapes; (ii) [off-site] storage for 3,960 total generic daily tapes, and (iii) [off-site] storage for twelve cases of VAX/CLINIX backup tapes, for an estimated fee to an outside vendor of \$2,152.50 for such offsite storage.

LEASE AGREEMENT

Between

NATIONAL DATA CORPORATION,  
a Delaware corporation,  
as Landlord

And

GLOBAL PAYMENTS INC.,  
a Georgia corporation,  
as Tenant

Dated: January 31, 2001  
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TABLE OF CONTENTS

LEASE AGREEMENT

No.	Description	Page
---	-----	----
1.	Premises.....	1
2.	Lease Term.....	1
3.	Base Rent.....	1
4.	Rent Payment.....	2
5.	Late Charge.....	2
6.	Partial Payment.....	2
7.	Construction of this Agreement.....	2
8.	Use of Premises.....	2
9.	Definitions.....	3
10.	Repairs By Landlord.....	3
11.	Repairs By Tenant.....	3
12.	Alterations and Improvements.....	4
13.	Gross Nature of Lease.....	4
14.	Intentionally Omitted.....	4
15.	Acceptance and Waiver.....	4
16.	Signs.....	4
17.	Advertising.....	4
18.	Removal of Fixtures.....	5
19.	Entering Premises.....	5
20.	Services.....	5
21.	Indemnities.....	7
22.	Tenant's Insurance; Waivers.....	7
23.	Governmental Requirements.....	9
24.	Intentionally Omitted.....	9
25.	Assignment and Subletting.....	9
26.	Default.....	10
27.	Landlord Default/Tenant Remedies.....	11
28.	Destruction or Damage.....	12
29.	Eminent Domain.....	12
30.	Service of Process.....	13
31.	Mortgagee's Rights.....	13
32.	Tenant's Estoppel.....	14
33.	Attorney's Fees and Homestead.....	14
34.	Parking.....	14

35. Intentionally Omitted.....	14
36. Waste Disposal.....	15
37. Surrender of Premises.....	15
38. Cleaning Premises.....	15
39. No Estate In Land.....	15
40. Cumulative Rights.....	15
41. Paragraph Titles; Severability.....	15
43. Holding Over.....	16
45. Building Allowance and Tenant Finishes.....	16
46. Rules and Regulations.....	16
47. Quiet Enjoyment.....	17
48. Entire Agreement.....	17
49. Limitation of Liability.....	17
50. Submission of Agreement.....	17
51. Authority.....	17
53. Broker Disclosure.....	17
54. Notices.....	17
55. Force Majeure.....	18
56. Special Stipulations.....	18

BASIC LEASE PROVISIONS  
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The following is a summary of some of the Basic Provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control.

- | 1. Building (See Section 1):         | Building I<br>1564 Northeast Expressway<br>Atlanta, Georgia 30329  |                        |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
|--------------------------------------|--|------------------------|--|------------------------|-------|-------|-------|---|---------|--------------|---|---------|--------------|---|---------|--------------|
| Project (See Section 1):             | National Data Plaza  |                        |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 2. Premises (See Section 1):         | Floors: Lobby, 1st, 2nd, 3rd and 4th<br>floors [but excluding the mail and<br>telecom rooms, as well as the<br>loading dock area, which shall<br>constitute Common Area (as defined<br>in Section 1 hereof)]   |                        |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| Rentable Square Feet:                | Approximately 85,188 rentable<br>square feet in Building I, and an<br>allocation of 2,520 rentable<br>square feet in Building II of<br>National Data Plaza attributable<br>to 1st floor conference room space<br>which Tenant shall have the non-<br>exclusive right to use pursuant to<br>Section 1 hereof, for a total of<br>87,708 rentable square feet.  |                        |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 3. Term (See Section 2):             | 3 years  |                        |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 4. Base Rent (See Sections 2 and 3): | <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Lease Year</th> <th style="text-align: left;">Rate Per Rentable<br/>Square Foot of Premises</th> <th style="text-align: left;">Monthly<br/>Installment</th> </tr> <tr> <th>-----</th> <th>-----</th> <th>-----</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">\$19.65</td> <td style="text-align: center;">\$143,621.85</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">\$20.25</td> <td style="text-align: center;">\$148,007.25</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">\$20.85</td> <td style="text-align: center;">\$152,392.65</td> </tr> </tbody> </table> | Lease Year             | Rate Per Rentable<br>Square Foot of Premises | Monthly<br>Installment | ----- | ----- | ----- | 1 | \$19.65 | \$143,621.85 | 2 | \$20.25 | \$148,007.25 | 3 | \$20.85 | \$152,392.65 |
| Lease Year                           | Rate Per Rentable<br>Square Foot of Premises   | Monthly<br>Installment |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| -----                                | -----  | -----                  |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 1                                    | \$19.65  | \$143,621.85           |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 2                                    | \$20.25  | \$148,007.25           |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |
| 3                                    | \$20.85  | \$152,392.65           |  |                        |       |       |       |   |         |              |   |         |              |   |         |              |

5. Tenant's Share (See Section 13): 96.8% as to the Building  
2.1% as to Building II
6. Notice Address (See Section 54)

-iii-

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into this 31<sup>st</sup>/ day of January, 2001, by and between NATIONAL DATA CORPORATION, a Delaware corporation (hereinafter called "Landlord"); and GLOBAL PAYMENTS INC., a Georgia corporation (hereinafter called "Tenant").

1. Premises. Landlord does hereby rent and lease to Tenant and Tenant

does hereby rent and lease from Landlord, for the purposes set forth in Section 8 hereof, the following described space (hereinafter called the "Premises"): 85,188 rentable square feet of space comprising the lobby and the 1st, 2nd, 3rd and 4th floors of a 5-story building commonly known as Building I of National Data Plaza (the "Building") [but excluding those portions thereof that are to constitute Common Area pursuant to Paragraph 2 of the Basic Lease Provisions] located on the real property described in Exhibit "A" attached hereto (the

"Property"). The Building comprises part of a 2 building office complex currently known as National Data Plaza (together with any and all improvements now or hereafter located thereon and together with any additional land and/or buildings which Landlord hereinafter acquires and makes a part of such office complex, the "Project"). The Premises shall be prepared for Tenant's occupancy in the manner and subject to the provisions of Exhibit "B" attached hereto and

made a part of hereof. Landlord and Tenant agree that the number of rentable square feet described above has been confirmed and conclusively agreed upon by the parties. Tenant shall also have the non-exclusive right, in common with other tenants of the Project, to use all parking lots, sidewalks, entranceways, roadways and other such Common Areas and facilities as are located from time to time on the Property and intended for the use and enjoyment of such tenants and their respective employees, guests and invitees (the "Common Area") [which right shall include, without limitation, the non-exclusive right to use, without additional charge, (i) the cafeteria to be located on the first (1st) floor of Building II of National Data Plaza ("Building II"), and the conference rooms on the 1st floor of said Building II on a first come, first served basis, as scheduled through Landlord's scheduling coordinator who shall be designated by Landlord to Tenant from time to time, and the base rent payable by Tenant with respect to the rentable square feet in Building II allocated to Tenant pursuant to Paragraph 2 of the Basic Lease Provisions is intended to and shall constitute the sole and exclusive compensation from Tenant to Landlord for the use of such cafeteria and Building II conference room space by Tenant].

2. Lease Term. Tenant shall have and hold the Premises for a term

("Term") commencing on February 1, 2001 (the "Commencement Date"), and ending at midnight on the third (3rd) anniversary of (i) the day immediately preceding the Commencement Date, if the Commencement Date is the first day of a calendar month, or (ii) the day immediately preceding the first day of the first full calendar month following the Commencement Date, if the Commencement Date is not the first day of a calendar month (the "Expiration Date"), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Landlord and Tenant shall, upon the request of either party, enter into a letter agreement in the form attached hereto as Exhibit "C",

specifying the Commencement Date, the Expiration Date, the exact number of rentable square feet contained within the Premises and the exact amount of Base Rent payable hereunder for the first Lease Year (as defined in Section 4 below).

3. Base Rent. Tenant shall pay to Landlord, at NDC Real Estate

Department, National Data Plaza, Building II, Atlanta, Georgia 30329, Attn: Director of Real Estate, or at such other place as Landlord shall designate in writing to Tenant, annual base rent ("Base Rent")

in the amounts set forth in the Basic Lease Provisions. The term "Lease Year", as used in the Basic Lease Provisions and throughout this Lease, shall mean each and every consecutive twelve (12) month period during the Term of this Lease, with the first such twelve (12) month period commencing on the Commencement Date; provided, however, if the Commencement Date occurs other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full twelve (12) full calendar months thereafter.

4. Rent Payment. The Base Rent for each Lease Year shall be payable in  
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equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Base Rent and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Commencement Date during the Term hereof; provided, that if the Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to that partial calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment. Tenant shall pay, as Additional Rent, any and all other sums due from Tenant under this Lease, if any (the term "Rent", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord).

5. Late Charge. Other remedies for non-payment of Rent notwithstanding,  
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if any monthly installment of Base Rent or Additional Rent is not received by Landlord on or before the fifth (5th) business day after the same is due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the tenth (10th) business day following the date Tenant was invoiced, a late charge of three percent (3%) percent of such past due amount shall be immediately due and payable as Additional Rent and interest shall accrue from the date past due until paid at the lower of ten percent (10.0%) per annum or the highest rate permitted by applicable law.

6. Partial Payment. No payment by Tenant or acceptance by Landlord of an  
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amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

7. Construction of this Agreement. No failure of Landlord to exercise  
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any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. TIME IS OF THE ESSENCE OF THIS LEASE.

8. Use of Premises.  
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(a) Tenant shall use and occupy the Premises for general office and administrative purposes (including the right to use the 1st floor as a computer room with raised floors to accommodate cabling) and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises or the Building.

(b) Tenant shall not cause or permit the receipt, storage, use, location or handling on the Property (including the Building and Premises) of any



product, material or merchandise which is explosive, highly inflammable, or a "hazardous or toxic material," as that term is hereafter defined. "Hazardous or toxic material" shall include all materials or substances which have been determined to be hazardous to health or the environment, including, without limitation hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos and radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of de minimis amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general office use (e.g., copying machine chemicals and kitchen cleansers).

9. Definitions. "Landlord," as used in this Lease, shall include the

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party named in the first paragraph hereof, its representatives, assigns and successors in title to the Premises. "Tenant" shall include the party named in the first paragraph hereof, its heirs and representatives, and, if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants, as to the Premises, or portion thereof, covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership, limited liability company (and the officers, members, partners, employees or agents of any such entities) or individual, as may fit the particular parties.

10. Repairs By Landlord. Tenant, by taking possession of the Premises,

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shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as set forth in this Lease. Except for damage caused by casualty and condemnation (which shall be governed by Section 28 and 29 below), and subject to normal wear and tear, Landlord shall (i) maintain or cause to be maintained in good repair the Premises, the Common Area and the exterior walls, roof, foundation and structural portions of the Building, and the central portions of the Building's mechanical, electrical, plumbing and HVAC systems, and (ii) maintain or cause the maintenance of such elements of Building II as are necessary to ensure Tenant's reasonable use and enjoyment of the cafeteria and the conference rooms on the first (1st) floor thereof as contemplated by this Lease, provided any such repairs contemplated by parts (i) and (ii) hereof are not necessitated by the negligence or willful misconduct of Tenant, Tenant's invitees or anyone in the employ or control of Tenant (in which case such repairs shall be performed by Landlord at Tenant's expense).

11. Repairs By Tenant. Subject to Landlord's provision of janitorial

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services in accordance with Section 20 hereof, Tenant shall keep the Premises in a neat and clean condition. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building or any other part of the Project caused by Tenant or Tenant's agents, employees, invitees, licensees or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, and (ii) the moving of any property into or out of the Premises. If

-3-

Tenant fails to make such repairs or replacements promptly, Landlord may, at its option and following five (5) business days prior written notice to Tenant, make the repairs and replacements and the reasonable and actual costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

12. Alterations and Improvements. Tenant shall not make or allow to be

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made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such

alterations or additions, which consent may be granted or withheld in the sole, unfettered discretion of Landlord (if the alterations will affect the Building structure or systems or will be visible from outside the Premises), but which consent shall not be unreasonably withheld, delayed or conditioned (if the alterations will not affect the Building structure or systems and will not be visible from outside the Premises).

13. "Gross" Nature of Lease. The parties acknowledge and agree that this

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Lease is a "full service" lease, and that the base rents specified in Paragraph 4 of the Basic Lease Provisions are "gross" to Landlord. Notwithstanding the foregoing, Landlord and Tenant hereby agree that (i) any increases in ad valorem real property taxes and insurance costs applicable or allocable to the Project for any calendar year or portion thereof during the Term over such costs budgeted for the Project for fiscal year 2001, as shown on the budget attached hereto as Exhibit "F" attached hereto and incorporated herein, shall be passed

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through to and paid for by Tenant on a prorata basis, with Tenant being responsible for reimbursement to Landlord of Tenant's Share of any such increases, and (ii) Tenant shall be responsible for reimbursement to Landlord for its prorata share of any electricity costs for the Building in excess of that budgeted for the Building for the fiscal year or calendar year in question pursuant to said Exhibit "F". Any amounts owing from Tenant to Landlord

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pursuant to the immediately preceding sentence shall be due and payable within ten (10) business days of receipt of an invoice therefor from Landlord, together with reasonable back up documentation (and such amounts due from Tenant shall constitute Additional Rent hereunder).

14. Intentionally Omitted.

15. Acceptance and Waiver. Landlord shall not be liable to Tenant, or its

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officers, agents, employees, guests or invitees, for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this Section shall not apply to any damages or injury caused by or resulting from the negligence or willful misconduct of Landlord.

16. Signs. Tenant shall not paint or place signs, placards, or other

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advertisement of any character upon the windows of the Building except with the consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, and Tenant shall place no signs upon the outside walls, Common Area or the roof of the Building. Landlord shall provide and maintain as part of the Common Area directional/identification signage between the Building and Building II substantially in the same location and manner as exists as of the date hereof.

17. Advertising. Landlord may advertise the Premises as being "For Rent"

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at any

-4-

time within twelve (12) months prior to the expiration, cancellation or termination of this Lease for any reason and during any such periods may exhibit the Premises to prospective tenants upon at least twenty-four (24) hours prior written notice.

18. Removal of Fixtures. If Tenant is not in default hereunder, Tenant

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may, prior to the expiration of the Term of this Lease, or any extension thereof, remove any trade fixtures and equipment which it has placed in the Premises at its expense which can be removed without significant damage to the Premises, provided Tenant repairs all damage to the Premises caused by such removal. In addition, upon the expiration or earlier termination of this Lease, Tenant shall, at its expense, remove from the Building such telephone, computer,

telecommunication and other cabling installed in connection with the Work, the Additional Work, or any future alterations performed by Tenant, as Landlord may, at its option, require to be removed by Tenant by written notice given at any time and from time to time prior to the expiration or earlier termination of this Lease, and Tenant shall repair any damage to the Building caused by such removal.

19. Entering Premises. Landlord may enter the Premises at reasonable

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hours, provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations: (a) to make repairs, perform maintenance and provide other services described in Section 20 below (no prior notice is required to provide routine services) which Landlord is obligated to make to the Premises or the Building pursuant to the terms of this Lease; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; (d) to run pipes, conduits, ducts, wiring, cabling or any other mechanical, electrical, plumbing or HVAC equipment through the areas behind the walls, below the floors or above the drop ceilings; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction of Tenant. The Rent reserved herein shall not abate while said repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work. All such repairs, decorations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of Tenant to be done during any other hours, the Tenant shall pay all overtime and other extra costs.

20. Services.

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(a) Tenant shall have access to the Premises 24 hours a day, seven days a week, provided that the "normal business hours" of the Buildings shall be from 7:00 A.M. to 6:00 P.M. EST, Monday through Friday (excluding nationally recognized bank holidays). Landlord shall furnish the following services on a 24 hours a day, 7 days a week basis during the Term, except as limited or otherwise noted below:

(i) Elevator service for passenger and delivery needs;

(ii) Air conditioning and heat during normal business hours in keeping with levels and standards maintained in similar office buildings in the Atlanta, Georgia, metropolitan area (and in any event consistent with that maintained in Building II); provided that air conditioning and heat shall be provided to the first (1st) floor of Building I on a 24 hours a day, 7 days a week basis;

-5-

(iii) Hot and cold running water for all restrooms and lavatories;

(iv) Soap, paper towels, and toilet tissue for public restrooms;

(v) Janitorial service during normal business hours Monday through Thursday, and on 1 weekend night, in keeping with the standards generally maintained in similar office buildings in the Atlanta, Georgia, metropolitan area;

(vi) Custodial, electrical and mechanical maintenance services during normal business hours;

(vii) Electric power for lighting and outlets not in excess of a total of 10 watts per rentable square foot of the Premises at 100% connected load;

(viii) Replacement of Building standard lamps and ballasts as needed during normal business hours;

(ix) Repairs and maintenance as described in Section 10 of this Lease during normal business hours;

(x) General management, including supervision, inspections, recordkeeping, accounting, leasing and related management functions during normal business hours;

(xi) Mail delivery during normal business hours through the common mailroom located in the Building in the manner currently provided; provided, however, that notwithstanding the "full service" nature of this Lease or any provisions hereof to the contrary, the reasonable and actual cost of labor and supplies associated with the operation of said mailroom (including all operating expenses except postage) shall be divided between Landlord and Tenant on a 60/40 basis (i.e., Tenant shall be responsible for 40% of such cost), and Tenant's postage (including courier, express mail and the like) shall be separately metered. Tenant shall be billed by Landlord monthly for such postage and such share of other costs, with payment due from Tenant to Landlord within ten (10) days of receipt of each such monthly invoice (which invoices shall be accompanied by copies of supporting documentation evidencing Tenant's postage), and such amounts due from Tenant shall constitute Additional Rent hereunder. Notwithstanding the foregoing, Landlord and Tenant agree to cooperate in good faith to reapportion the allocation of such operating expenses at the beginning of each fiscal year of Landlord's during the Term based on volume of Tenant's usage during the immediately preceding fiscal year (or portion thereof); and

(xii) Security guard service during normal business hours substantially in the manner currently provided.

(b) Tenant shall have no right to any services in excess of those provided herein. If Tenant uses services in an amount or for a period in excess of that provided for herein, then Landlord reserves the right to: charge Tenant as Additional Rent hereunder a reasonable sum as reimbursement for the direct and actual cost of such added services; and/or charge Tenant for the cost of any additional equipment or facilities or modifications thereto, necessary to provide the additional services.

-6-

(c) Landlord shall not be liable for any damages directly or indirectly resulting from the interruption in any of the services described above unless and to the extent resulting from the negligence or willful misconduct of Landlord or its agents, employees or contractors, nor shall any such interruption entitle Tenant to any abatement of Rent except as expressly set forth herein, or any right to terminate this Lease. Landlord shall use all reasonable efforts to furnish uninterrupted services as required above. Notwithstanding anything to the contrary contained herein, if Tenant cannot reasonably use (and actually ceases to use) all or any material portion of the Premises for Tenant's intended business operations by reason of any interruption in services to be provided by Landlord as a result of the acts or omissions of Landlord, its agents or employees, and such interruption continues for five (5) or more consecutive business days, then Base Rent due under this Lease shall be abated starting with the day immediately succeeding such five (5) business day period for that portion of the Premises that Tenant is unable (and actually ceases) to use for Tenant's intended business operations until such services are restored to the Premises. Tenant shall not be entitled to the rent abatement right set forth above if the service interruption is caused by the act or omission of Tenant, its agents or employees.

21. Indemnities. Tenant does hereby indemnify and save harmless Landlord  
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against all claims for damages to persons or property anywhere in the Building or on the Property to the extent caused by the negligence or willful misconduct of Tenant, its agents or employees or which occur in the Premises (or arise out of actions taking place in the Premises) except to the extent such damage is caused by the negligence or willful misconduct of Landlord, its agents or employees. Landlord does hereby indemnify and hold Tenant harmless against all claims for damaged persons or property to the extent caused by the negligence or willful misconduct of Landlord, its agents or employees. The indemnities set forth hereinabove shall include the application to pay reasonable expenses actually incurred by the indemnified party, including, without limitation, reasonable, actually incurred attorneys' fees. The indemnities contained herein do not override the waivers contained in Section 22(e) below.

22. Tenant's Insurance; Waivers.  
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(a) Tenant further covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Liability Insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single limits amounts not less than \$3,000,000 and to have general aggregate limits of not less than \$5,000,000 for each policy year. The insurance coverage required under this Section 22(a) (i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 21 and, if necessary, the policy shall contain a contractual endorsement to that effect. The general aggregate limits under the Commercial General Liability insurance policy or policies must apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect. The certificate of insurance evidencing the Commercial General Liability form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy applies separately to the Premises.

-7-

(ii) Insurance covering all trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by Tenant pursuant to Section 10, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed (and shall be released to the party who is required to restore the damaged property in question pursuant to the terms hereof, and if no such party is so designated herein, then to Tenant) unless this Lease shall cease and terminate under the provisions of Section 28 of this Lease (in which case they will be distributed to Landlord to the extent allocable to damage to improvements or alterations made to the Premises, and to Tenant to the extent allocable to damage to Tenant's trade fixtures, merchandise and personal property).

(iii) Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$100,000.00.

(iv) Business Interruption Insurance equal to not less than fifty percent (50%) of the estimated gross earnings (as defined in the standard form of business interruption insurance policy) of Tenant at the Premises which insurance shall be issued on an "all risks" basis (or its equivalent).

(b) All policies of the insurance provided for in Section 22(a) shall be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A-X in the most current available "Best's Insurance Reports", and licensed to do business in the state in which Landlord's Building is located. Each and every such policy:

(i) shall, with respect to the commercial general liability insurance required above, name Landlord (as well as any mortgagee of Landlord and any other party reasonably designated by Landlord) as an additional insured.

(ii) shall be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iii) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in

writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(iv) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Any insurance provided for in Section 22(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

-8-

(i) with respect to the commercial general liability insurance required above, Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(iii) any such policy or policies [except any covering the risks referred to in Section 22(a)(i)] shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property more specifically detailed in Section 22(a); and

(iv) the requirements set forth in this Section 22 are otherwise satisfied.

(d) Landlord shall maintain at all times during the Term of this Lease, with such deductible as Landlord in its sole judgment determines advisable, insurance on the "All-Risk" or equivalent form on a Replacement Cost Basis against loss or damage to the Building. Such insurance shall be in the amount of 80% of the replacement value of the Building (excluding all fixtures and property required to be insured by Tenant under this Lease). Landlord shall also maintain at all times during the Term commercial general liability insurance with limits at least equal to the amount as Tenant is required to maintain pursuant to Section 22(a)(i) of this Lease.

(e) Notwithstanding anything to the contrary set forth hereinabove, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by "all risks" property insurance of the types described above. Each party shall also be responsible for the payment of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" insurance of the types described above.

23. Governmental Requirements. Tenant shall, at its own expense, promptly  
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comply with all requirements of any legally constituted governmental or public authority made necessary by reason of any unique use by Tenant of the Premises (as opposed to office and administrative uses generally), including, without limitation, the Americans with Disabilities Act (the "ADA"). Landlord shall otherwise cause the Buildings and Common Area to be in compliance with all applicable laws, regulations and ordinances, including the ADA.

24. Intentionally Omitted.  
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25. Assignment and Subletting. Tenant may not, without the prior written  
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consent of Landlord, which consent may be withheld by Landlord in its sole, unfettered discretion, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or entity other than an individual, any transfer of a majority or controlling interest in Tenant (whether by stock transfer, merger, operation of law or otherwise) shall be considered an assignment for

purposes of this paragraph and shall require Landlord's prior written consent. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder and, in the event of any default by Tenant under this Lease, Landlord may, at its option, but without any obligation to do so, elect to treat such sublease or assignment as a direct Lease with Landlord and collect rent directly from the subtenant. In addition, upon any request by Tenant for Landlord's consent to an assignment or sublease, Landlord may elect to terminate this Lease and recapture all of the Premises (in the event of an assignment request) or the applicable portion of the Premises (in the event of a subleasing request); provided, however, if Landlord notifies Tenant that Landlord elects to exercise this recapture right, Tenant may, within five (5) business days of its receipt of Landlord's notice, notify Landlord that Tenant withdraws its request to sublease or assign, in which case Tenant shall continue to lease all of the Premises, subject to the terms of this Lease and Landlord's recapture notice shall be null and void. If Tenant desires to assign or sublease, Tenant must provide written notice to Landlord describing the proposed transaction in detail and providing all documentation (including detailed financial information for the proposed assignee or subtenant) reasonably necessary to let Landlord evaluate the proposed transaction. Landlord shall notify Tenant within thirty (30) days of its receipt of such notice whether Landlord elects to exercise its recapture right and, if not, whether Landlord consents to the requested assignment or sublease. If Landlord fails to respond within such thirty (30) day period, Landlord will be deemed not to have elected to recapture and not to have consented to the assignment or sublease. If Landlord does consent to any assignment or sublease request and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease), Tenant shall pay 50% of such excess to Landlord as and when the monthly payments are received by Tenant. Notwithstanding anything to the contrary contained in this Section 25, Tenant may assign or sublet its rights and obligations under this Lease without Landlord's prior consent to a successor corporation into which or with which Tenant is merged or consolidated or which acquired all or substantially all of Tenant's assets and property, provided that such successor corporation assumes substantially all of the obligations and liabilities of Tenant hereunder.

26. Tenant Default/Landlord Remedies.  
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(a) Tenant Default. If Tenant shall default in the payment of Rent herein  
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reserved when due and fails to cure such default within five (5) business days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord or, if such default cannot be cured within thirty (30) days, Tenant shall not be in default if Tenant promptly commences and diligently proceeds the cure to completion as soon as possible and in all events within sixty (60) days; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's Property and such receiver is not removed within ninety (90) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Section 26(b) below.

(b) Landlord Remedies. Upon the occurrence of any default set forth in  
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Section 26 above which is not cured by Tenant within the applicable cure period provided therein, if any, Landlord may exercise all or any of the following

remedies:

(i) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(ii) terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, the then present value of (1) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (2) the aggregate reasonable rental value of the Premises for the same period (as determined by a real estate broker licensed in the State of Georgia, who has at least ten (10) years experience, immediately prior to the date in question evaluating commercial office space, taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in similar buildings in the general area, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (3) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees actually incurred, plus (4) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord;

(iii) without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof). Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(iv) allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due; or

(v) pursue such other remedies as are available at law or in equity.

27. Landlord Default/Tenant Remedies. Landlord shall not be in default

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unless it fails to perform the obligations required of it by this Lease within thirty (30) days after written notice from Tenant specifying which obligation Landlord has failed to perform; provided, however, that if the nature of the specified obligation is such that more than thirty (30) days are

reasonably required to complete its cure, then Landlord shall not be in default if it commences to cure within said thirty (30) day period and thereafter diligently prosecutes the same to completion. As to Landlord's maintenance and repair obligations hereunder, if Landlord has not cured or commenced to cure a maintenance or repair default set forth in said notice within said thirty (30) day period, Tenant, may, at its option, cure such default. If Tenant elects to cure said default, Tenant shall, prior to commencement of said work, provide to Landlord a specific description of the work to be performed by Tenant and the name of Tenant's contractor. Any materials used shall be of equal or better quality than currently exists in the Building and Tenant's contractor shall be adequately insured and of good reputation. Landlord shall reimburse Tenant for the reasonable, actual cost of said cure upon receipt of adequate bills or other supporting evidence substantiating said cost, less any amounts otherwise



reimbursable to Tenant under any insurance policies carried by Tenant.

28. Destruction or Damage.

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(a) If the Building or the Premises are totally destroyed by storm, fire, earthquake, or other casualty, or damaged to the extent that, in Landlord's reasonable opinion the damage cannot be restored within one hundred eighty (180) days of the date Landlord provides Tenant written notice of Landlord's reasonable estimate of the time necessary to restore the damage, or if the damage is not covered by standard "all risks" property insurance and as a result Landlord elects not to restore such damage, Landlord or Tenant shall have the right to terminate this Lease effective as of the date of such destruction or damage by written notice to the other on or before thirty (30) days following Landlord's notice described in the next sentence and Rent shall be accounted for as between Landlord and Tenant as of that date. Landlord shall provide Tenant with notice within forty-five (45) days following the date of the damage of the estimated time needed to restore, and whether the loss is covered by Landlord's insurance coverage (and if not, whether Landlord nevertheless elects to restore).

(b) If the Premises are damaged by any such casualty or casualties but neither party is entitled to or neither party elects to terminate this Lease as provided in subparagraph (a) above, this Lease shall remain in full force and effect, Landlord shall notify Tenant in writing within forty-five (45) days of the date of the damage that the damage will be restored (and will include Landlord's good faith estimate of the date the restoration will be complete), in which case Rent shall abate as to any portion of the Premises which is not usable, and Landlord shall restore the Premises to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence.

29. Eminent Domain. If the whole of the Building or Premises, or such

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portion thereof as will make the Building or Premises unusable in the reasonable judgment of Landlord and Tenant, cooperating together reasonably and in good faith, for their intended purposes, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of said events, Landlord or Tenant may terminate this Lease by written notice to the other and the Term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Building or Premises is so taken, but not such amount as will make the Premises unusable in the reasonable judgment of Landlord and Tenant, cooperating together reasonably and in good faith, for the purposes herein leased, or if neither Landlord nor Tenant elect to terminate this Lease as aforesaid, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to

Landlord. Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which Landlord is entitled.

30. Service of Process. Except as otherwise provided by law, Tenant

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hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service may be made by attaching the same to the front entrance of the Premises.

31. Mortgagee's Rights.

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(a) Tenant agrees that this Lease shall be subject and subordinate (i) to any mortgage, deed to secure debt or other security interest now encumbering the Property and to all advances which may be hereafter made, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage, deed to secure debt or other security interest which any owner of the Property may hereafter, at any time, elect to place on the Property; (ii) to any assignment of Landlord's interest in the

leases and rents from the Building or Property which includes the Lease which now exists or which any owner of the Property may hereafter, at any time, elect to place on the Property; and (iii) to any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Property which now exists or any owner of the Property may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (i), (ii) and (iii) above being hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute any documents which the counsel for Landlord or Holder may deem necessary to evidence the subordination of the Lease to the Security Documents.

(b) In the event of a foreclosure pursuant to any Security Documents, Tenant shall at the election of the Landlord, thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between the purchaser at such foreclosure ("Purchaser"), as landlord, and Tenant, as tenant, had been entered into for the remainder of the Term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

(c) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under the Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in the Lease, for the recovery of Rent or for any other default or event of default hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord.

(d) Tenant hereby acknowledges that if the interest of Landlord hereunder is covered by an assignment of Landlord's interest in Lease, Tenant shall pay all Rent due and payable under the Lease directly to the Holder of the assignment of Landlord's interest in Lease upon notification of the exercise of the rights thereunder by the Holder thereof.

(e) Notwithstanding anything to the contrary set forth in this Section 31, the

-13-

Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that the Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that the Lease has been made superior and prior to the Security Documents.

(f) Notwithstanding anything to the contrary contained in this Section 31, Tenant's subordination of the Lease to any Security Documents currently encumbering the Premises is conditioned upon Landlord obtaining a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit G and made a part hereof (an "SNDA") from the Holder of any  
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such Security Documents, which SNDA Tenant must execute simultaneously with the execution of this Lease.

(g) Notwithstanding anything to the contrary contained in this Section 31, this Lease and all rights of Tenant hereunder shall only be subject and subordinate to the lien and security title of any Security Documents created after the date hereof provided that the Holder of said Security Documents executes and delivers an SNDA. Tenant shall promptly execute such SNDA upon Landlord's or such Holder's request.

32. Tenant's Estoppel. Tenant shall, from time to time, upon not less  
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than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the

dates to which the Rent has been paid, that Tenant is not in default hereunder and has no offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or assignee of any security deed upon Landlord's interest in the Premises.

33. Attorney's Fees and Homestead. If either party exercises any of the

remedies provided to it under this Lease as a result of the other party's failure to comply with its obligations, or if either party brings any action to enforce its rights under this Lease, the defaulting party shall be obligated to reimburse the non-defaulting party, on demand, for all costs and expenses, including reasonable attorneys' fees and court costs, actually incurred in connection therewith. Tenant waives all homestead rights and exemptions which he may have under any law against any obligations owing under this Lease and Tenant hereby assigns to Landlord his homestead and exemption.

34. Parking. No rights to specific parking spaces are granted under this

Lease; however, subject to Landlord's rights pursuant to the last sentence of this Section 34, Tenant shall be entitled, without charge, to use up to 3 spaces per each 1,000 rentable square feet of space in the Premises in the parking facilities located on the Property. All parking spaces provided to Tenant shall be unreserved and are to be used by Tenant, its employees and invitees in common with the other tenants of the Building and their employees and invitees. Subject to Tenant's rights herein, Landlord reserves the right to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time.

35. Intentionally Omitted

-14-

36. Waste Disposal.

(a) All normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the janitorial service provided by Landlord.

(b) Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of through the janitorial service pursuant to (a) above and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this subparagraph (b). Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

37. Surrender of Premises. Whenever under the terms hereof Landlord is

entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Commencement Date hereof, natural wear and tear and casualty and condemnation only excepted, and Tenant shall remove all of its personalty therefrom and shall, if directed to do so by Landlord, remove all improvements and restore the Premises to its original condition prior to the construction of any improvements which have been made therein by or on behalf of Tenant subsequent to the Commencement Date; provided, however, that in connection with any alterations or improvement made by or on behalf of Tenant in accordance with Section 12 hereof, Tenant shall only be required to remove any such alterations or improvement and restore the Premises if Landlord shall have conditioned its consent to such alterations or improvement on such removal and restoration occurring at the expiration of this Lease. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of the Term of this Lease. If the last day of the Term of this Lease or any renewal falls on Sunday or a legal holiday, this Lease shall expire on the business day immediately

preceding.

38. Cleaning Premises. Upon vacating the Premises, Tenant agrees to return the Premises to Landlord broom clean and in the same condition when Tenant's possession commenced, natural wear and tear, casualty and condemnation excepted.

39. No Estate In Land. This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy or sale, and not assignable by Tenant except with Landlord's consent.

40. Cumulative Rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

41. Paragraph Titles; Severability. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the paragraph to which they refer. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

42. Damage or Theft of Personal Property. All personal property brought into the

-15-

Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligent or willful act of the Landlord, its employees and agents.

43. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or of any renewal term, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at 150% of the monthly Base Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or any renewal term, without Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay rent for such period that Tenant holds over without written consent at the same rate provided in the previous sentence and shall also be liable for any and all other damages Landlord suffers as a result of such holdover including, without limitation, the loss of a prospective tenant for such space. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term hereof, or any renewal term.

44. Intentionally omitted.

45. Building Allowance and Tenant Finishes.

(a) Landlord will provide to Tenant an allowance (as the same may be reduced as of the date hereof as hereinafter provided, the "Allowance") of \$345,000.00 to be applied to the cost of the Work and Additional Work described in Exhibit "B". For purposes hereof, the cost of the Work and Additional Work

shall be deemed to include, but not be limited to, the cost of the Preliminary Plans, the Plans and Specifications, all permits and all tenant buildout relating thereto. To the extent any of the Work is or has been performed by Landlord prior to the date hereof, the cost thereof (as reasonably evidenced to Tenant) shall be applied against and shall reduce the Allowance remaining as of the date hereof on a dollar for dollar basis. Tenant and Landlord agree that all

costs of the Work and Additional Work in excess of such Allowance which are requested by Tenant and approved by Landlord shall be paid by Tenant to Landlord as follows: twenty-five (25%) percent of Tenant's estimated costs prior to the commencement of the Work, fifty percent (50%) of Tenant's estimated costs within five (5) business days of Landlord's notice to Tenant that fifty percent (50%) of the Work is complete and the balance of actual costs within five (5) business days of "Substantial Completion" (as hereinafter defined). The amount due for each installment shall be set forth in a written invoice from Landlord. Should Tenant fail to pay for such excess costs when due as herein provided, such amount due shall accrue interest at the annual rate of ten (10.0%) percent from the date such payment is due until paid and the failure to pay such amount when due shall be a default, subject to the provisions of Section 26.

(b) The Work Letter attached hereto as Exhibit "B", and executed by

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Landlord and Tenant, is hereby made a part of this Lease, and its provisions shall control in the event of a conflict with the provisions contained in this Lease.

46. Rules and Regulations. The rules and regulations in regard to the

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Building, annexed hereto, and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of said Building, are hereby

-16-

made a part of this Lease and shall, during the said term, be observed and performed by Tenant, his agents, employees and invitees, and enforced by Landlord in a non-discriminatory manner.

47. Quiet Enjoyment. Tenant, upon payment in full of the required Rent

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and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

48. Entire Agreement. This Lease contains the entire agreement of the

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parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

49. Limitation of Liability. Landlord's obligations and liability with

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respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner of any partner of Landlord, shall have any personal liability whatsoever with respect to this Lease.

50. Submission of Agreement. Submission of this Lease to Tenant for

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signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

51. Authority. Each of the persons executing this Lease on behalf of

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Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, that Tenant is qualified to do business in the State of Georgia, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

52. Intentionally omitted.

53. Broker Disclosure. Landlord represents that it has dealt with no broker in connection with this Lease. Landlord agrees that, if any broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from any such claim. Tenant represents that it has dealt with no broker in connection with the Lease.

Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claim.

54. Notices. Any notice which is required or permitted to be given by  
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either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below. Any such notice shall be deemed given on the date sent or deposited for delivery in accordance with one of the permitted methods described above. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 54. The following are the initial notice addresses for each party:

-17-

Landlord's Notice Address: National Data Corporation  
National Data Plaza  
Atlanta, Georgia 30329-2010  
Attention: Director of Real Estate

With a copy to: National Data Corporation  
National Data Plaza  
Atlanta, Georgia 30329-2010  
Attention: Corporate Secretary

Tenant's Notice Address: Global Payments Inc.  
4 Corporate Square  
Atlanta, Georgia 30329  
Attention: Real Estate

With a copy to: Global Payments Inc.  
4 Corporate Square  
Atlanta, Georgia 30329  
Attention: Corporate Secretary

55. Force Majeure. In the event of a strike, lockout, labor trouble,  
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civil commotion, an act of God, or any other event beyond Landlord's control (a "force majeure event") which results in the Landlord being unable to timely perform its obligations hereunder to repair the Premises, provide services, or complete Work (as provided in Exhibit "B"), so long as Landlord diligently proceeds to perform such obligations after the end of the force majeure event, Landlord shall not be in breach hereunder, this Lease shall not terminate, and Tenant's obligation to pay any Base Rent, Additional Rent, or any other charges and sums due and payable shall not be excused.

56. Special Stipulations. The Special Stipulations, if conflicting, if  
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any, attached hereto as Exhibit "D " are modifications to the terms of this  
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Lease and such Special Stipulation shall control in the event of any conflict with the other provisions of this Lease or any exhibits hereto.

-18-

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

NATIONAL DATA CORPORATION

By: /s/ Randolph L. M. Hutto

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Name: Randolph L. M. Hutto  
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Title: Chief Financial Officer  
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TENANT:

GLOBAL PAYMENTS INC., a Georgia  
corporation

By: /s/ Paul R. Garcia  
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Name: Paul R. Garcia  
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Title: Chief Executive Officer  
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-19-

#### RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by Tenants or used by them for any purpose other than those of ingress and egress. The floors, skylights and windows that reflect or admit light into any place in said building shall not be covered or obstructed by Tenants. The toilets, drains and other water apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other obstructing substances shall be thrown therein.

2. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of said building, except upon the doors, and of such order, size and style, and at such places, as shall be approved and designated by Landlord. Interior signs on doors will be ordered for tenants by Landlord, the cost thereof to be charged to and paid for by Tenants.

3. Tenant shall not do or permit to be done in its Premises, or bring or keep anything therein, which shall in any way increase the rate of insurance carried by Landlord on the Building, or on the Property, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or violate any applicable laws, codes or regulations. Tenants, agents, employees or invitees shall maintain order in the Premises and the Building, shall not make or permit any improper noise in the Premises or the Building or interfere in any way with other tenants, tenants or those having business with them. Nothing shall be thrown by tenants, their clerks or servants, out of the windows or doors, or down the passages or skylights of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in the Building.

4. Tenants shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of the Premises, except as may be specifically provided otherwise in the Lease.

5. No animals, birds, bicycles or other vehicles shall be allowed in the offices, halls, corridors, elevators or elsewhere in the Building, without the approval of Landlord.

6. No connections shall be made in the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken by Tenant or Tenant's agent, the same shall be immediately replaced or repaired by Tenant (subject to Tenant's compliance with Section 12 of the Lease) and put in order under the direction and to the satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenants shall not injure, overload, or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business.

7. A reasonable number of keys will be furnished tenants without charge. No additional locks or latches shall be put upon any door without the written consent of Landlord. tenants, at the termination of their Lease, shall return to

Landlord all keys to doors in the Building.

8. The use of burning fluid, camphene, benzine, kerosene or anything except gas or electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be

permitted.

9. All wiring and cabling work shall be done only by contractors approved in advance by Landlord and Landlord shall have the right to have all such work supervised by Building engineering/maintenance personnel.

10. Landlord has security personnel for the Buildings, and every person entering or leaving the Buildings may be questioned by such personnel as to the visitor's business in the Buildings and shall sign his or her name on a form provided by the Buildings for so registering such persons. Landlord shall have no liability with respect to breaches of the Buildings security, if any.

EXHIBIT "A"

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PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT "B"

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(WORK LETTER)

To induce Tenant to enter into the Lease (to which this Exhibit B is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. Landlord shall build out the 2/nd/ floor of the Premises substantially in accordance with the preliminary plans and specifications and/or preliminary floor plans set forth on Exhibit B-1 attached hereto and incorporated herein

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(the "Preliminary Plans"; the work contemplated by the Preliminary Plans being referred to herein as the "Work"). Tenant shall otherwise accept the Premises in their AS IS condition. Within thirty (30) days after the date of the Lease, Landlord shall prepare and submit to Tenant a set of plans and specifications and/or construction drawings (collectively, the "Plans and Specifications") based on the Preliminary Plans. Tenant shall have five (5) business days after receipt of the Plans and Specifications in which to review and to give to Landlord written notice of its approval of the Plans and Specifications or its requested changes to the Plans and Specifications. Tenant shall have no right to request any changes to the Plans and Specifications which would materially alter either the Premises or the exterior appearance or basic nature of the Building, as the same are contemplated by the Preliminary Plans. If Tenant fails to approve or request changes to the Plans and Specifications by five (5) business days after its receipt thereof, then Tenant shall be deemed to have approved the Plans and Specifications and the same shall thereupon be final. If Tenant requests any changes to the Plans and Specifications, Landlord shall make those changes which are reasonably requested by Tenant and shall within ten (10) days of its receipt of such request submit the revised portion of the Plans and Specifications to Tenant. Tenant may not thereafter disapprove the revised portions of the Plans and Specifications unless Landlord has unreasonably failed to incorporate reasonable comments of Tenant and, subject to the foregoing, the Plans and Specifications, as modified by said revisions, shall be deemed to be final upon the submission of said revisions to Tenant. Tenant shall at all times in its review of the Plans and Specifications, and of any revisions thereto, act reasonably and in good faith. After Tenant has approved the Plans and Specifications or the Plans and Specifications have otherwise been finalized pursuant to the procedures set forth hereinabove, any subsequent changes to the Plans and Specifications requested by Tenant shall be at Tenant's sole cost and expense and subject to Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall use reasonable speed and diligence to "Substantially Complete" the Work.

2. Any other work desired by Tenant, and approved by Landlord (which approval shall not be unreasonably withheld), shall be performed by Landlord or Landlord's contractors, unless Landlord otherwise consents in writing. If



Tenant desires any work in addition to the Work described in Section 1 hereof ("Additional Work"), Tenant shall submit to Landlord or Landlord's agent (at Tenant's sole cost and expense) the necessary drawings, plans and specifications for the Additional Work within five (5) days of the date of the Lease. Prior to commencing any such Additional Work requested by Tenant, Landlord or Landlord's agent shall submit to Tenant a written estimate of the cost of such Additional Work. If Tenant shall fail to approve said estimate within seven (7) days from the receipt thereof, the same shall be deemed disapproved in all respects by Tenant and Landlord shall not be authorized to proceed thereon. If Tenant desires any changes in the Additional Work after having approved the initial plans and

cost estimate, Tenant shall be required to sign such field order changes requested by Landlord or Landlord's contractors or agents to evidence any such change desired by Tenant. Tenant acknowledges that no cost estimate will be given for any changes in the Additional Work after the initial cost estimate has been approved by Tenant, and Tenant shall be responsible for any and all costs associated with any such change. The Allowance shall be applied toward the cost of the Work and the excess, if any, toward the Additional Work. Any costs of the Work and Additional Work in excess of the Allowance specified in the Lease shall be due and payable from Tenant to Landlord as provided in Section 45 of the Lease.

3. For purposes of this Lease, the term "Substantial Completion" (or any variation thereof) shall mean completion of construction of the Work in accordance with the Plans and Specifications, subject only to Punchlist items established as hereinafter set forth, so that Tenant can lawfully occupy and conduct its business on the 2<sup>nd</sup>/ floor of the Premises, as established by the delivery by Landlord to Tenant of a certificate of occupancy (or temporary certificate of occupancy or its equivalent) for the 2<sup>nd</sup>/ floor of the Premises issued by the appropriate governmental authority, if a certificate is so required by a governmental authority (and if it is not so required, then "Substantial Completion" shall be evidenced by a Certificate of Substantial Completion on standard AIA Form G-704 certified by Landlord's architect). If the Substantial Completion of the Work by Landlord is delayed due to any act or omission of Tenant or Tenant's representatives, including any delays by Tenant in the submission of plans, drawings, specifications or other information or in approving any drawings or estimates or in giving any authorization or approval, the Work shall be deemed Substantially Completed on the date when they would have been Substantially Complete but for such delay. Upon Substantial Completion of the Work, a representative of Landlord and a representative of Tenant together shall inspect the Work and generate a punchlist of defective or uncompleted items relating to the completion of the Work (the "Punchlist"), which Punchlist shall be incorporated into the certificate to be executed and delivered by each of the parties upon such Substantial Completion in the form attached hereto as Exhibit "E" (the "Completion Certificate"). Landlord shall, within a reasonable time after the Punchlist is prepared and agreed upon by Landlord and Tenant (and such certificate is executed and delivered by tenant as aforesaid), complete such incomplete work and remedy such defective work as is set forth on the Punchlist. All construction work performed by Landlord shall be deemed approved by Tenant in all respects except for items of said work which are not completed or do not conform to the Plans and Specifications and which are included on the Punchlist upon the execution and delivery of the Completion Certificate.

EXHIBIT "C"  
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INITIAL ACKNOWLEDGMENT, ACCEPTANCE AND AMENDMENT

Tenant hereby acknowledges that the Premises demised pursuant to the Lease to which this Exhibit "C" is attached (the "Lease"), and all tenant finish items to be completed by the Landlord, or Landlord's contractors, have been satisfactorily completed in every respect, except for the Work to be performed pursuant to Exhibit B to the Lease, and Tenant hereby accepts said Premises in its current "AS IS" condition (notwithstanding such work to be performed pursuant to Exhibit B to the Lease) and sufficient for the uses intended as set forth in the Lease. Possession of the Premises is hereby delivered to Tenant, and any damages to walls, ceilings, floors or existing work, except for any damages caused by Landlord or Landlord's contractors in completing the Work, shall be the sole responsibility of Tenant.

If any improvements or tenant finishes are to be constructed or installed by Tenant or Tenant's contractors, as previously approved by Landlord, Tenant hereby agrees to indemnify and hold harmless Landlord from and against any claims, demands, loss or damage Landlord may suffer or sustain as a result of such work by Tenant or Tenant's contractors, including, without limitation, any claim of lien which may be filed against the Premises as a result of such work by Tenant's contractors or representatives. In the event any such claim of lien is filed against Landlord's property by any contractor, laborer or materialman performing work on the Premises at Tenant's direction, Tenant agrees to cause such lien to be discharged, by payment of the claim or bond, within ten (10) days of receipt of demand by Landlord.

Tenant and Landlord hereby further acknowledge and agree as follows:

1. The Commencement Date (as defined in the Lease) is \_\_\_\_\_, 2001.
2. The exact rentable square feet contained within the Premises is 87,708 square feet.
3. The initial Base Rent payable under the Lease is \$1,723,462.20, payable in equal monthly installments as provided in the Lease.
4. Rent under the Lease will commence as of the Commencement Date.
5. This Acknowledgment , Acceptance and Amendment, when executed by Landlord and Tenant, shall be attached to and shall become a part of the Lease. If any provision contained herein conflicts with any provision of the Lease, the provisions hereof shall supersede and control, and the Lease shall be deemed modified and amended to conform with the provisions hereof.

6. Other agreements or modifications:  
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IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

TENANT:  
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LANDLORD:  
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GLOBAL PAYMENTS INC.

NATIONAL DATA CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

EXHIBIT "D"

SPECIAL STIPULATIONS

None.

EXHIBIT "E"  
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WORK COMPLETION ACKNOWLEDGMENT,  
ACCEPTANCE AND AMENDMENT

Tenant hereby acknowledges that the Premises demised pursuant to the Lease to which this Exhibit "E" is attached (the "Lease"), and all tenant finish items to be completed by the Landlord, or Landlord's contractors, including, without limitation, the Work to be performed by Landlord in accordance with Exhibit "B" of the Lease, have been satisfactorily completed in every respect, except for the punchlist items set forth below, and Tenant hereby accepts said Premises and Work as substantially complete and ready for the uses intended as set forth in the Lease. Landlord shall complete the punchlist items, if any, as soon as is reasonably possible. Possession of the second floor of the Premises is hereby delivered to Tenant, and any damages to walls, ceilings, floors or existing work therein, except for any damages caused by Landlord or Landlord's contractors in completing any punchlist items, shall be the sole responsibility of Tenant.

If any improvements or tenant finishes are to be constructed or installed by Tenant or Tenant's contractors, as previously approved by Landlord, Tenant hereby agrees to indemnify and hold harmless Landlord from and against any claims, demands, loss or damage Landlord may suffer or sustain as a result of such work by Tenant or Tenant's contractors, including, without limitation, any claim of lien which may be filed against the Premises as a result of such work by Tenant's contractors or representatives. In the event any such claim of lien is filed against Landlord's property by any contractor, laborer or materialman performing work on the Premises at Tenant's direction, Tenant agrees to cause such lien to be discharged, by payment of the claim or bond, within thirty (30) days of receipt of demand by Landlord.

Tenant and Landlord hereby further acknowledge and agree as follows:

1. The following punch list items are all that remain to be completed by Landlord or Landlord's contractor:

2. This Acknowledgment , Acceptance and Amendment, when executed by Landlord and Tenant, shall be attached to and shall become a part of the Lease. If any provision contained herein conflicts with any provision of the Lease, the provisions hereof shall supersede and control, and the Lease shall be deemed modified and amended to conform with the provisions hereof.

3. Other agreements or modifications:  
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IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT:  
-----

LANDLORD:  
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GLOBAL PAYMENTS INC.

NATIONAL DATA CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

EXHIBIT "F"  
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BUDGET

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Schedule F  
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	Annual Budget	RSF	Price per RSF
Building I	\$ 836,825	208,071	\$ 4.02
Building II	\$ 870,293	208,071	\$ 4.18
Admin Services	\$1,000,144	208,071	\$ 4.81
Property Tax	\$ 171,883	208,071	\$ 0.83
Insurance	\$ 183,252	208,071	\$ 0.88
Full Service	\$3,062,397	208,071	\$14.72
Premium Electric	\$ 310,000	208,071	\$ 1.49
Premium Security	\$ 716,578	208,071	\$ 3.44
Total Rent	\$4,088,975	208,071	\$19.65

Notes: 1. Building I Property Tax is \$56,452  
----- 2. Building II Property Tax is \$115,431  
3. Building I Insurance is \$87,961  
4. Building II Insurance is \$95,291

EXHIBIT "G"  
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FORM OF SNDA

Prudential Loan No. 6102570

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT  
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THIS AGREEMENT ("Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2000, by and among THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (together with its successors or assigns in interest, collectively "Lender"), National Data Corporation ("Landlord"), Global Payments Inc. ("Tenant").

R E C I T A L S:  
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Lender is the owner and the holder of a loan evidenced by a promissory note (the "Note") dated April 16, 1998 and amended April 29, 1999 in the face amount of \$3,500,000. The Note is secured by a Deed to Secure Debt and Security Agreement (the "Mortgage") dated the same date as said Note, and recorded at the Real Property Records of the Dekalb County, Georgia clerk of superior court, Book 9948, page 16, covering the real property described therein (the "Mortgaged Premises").

Tenant is the tenant under that certain Lease Agreement dated \_\_\_\_\_ (the Lease"), between Tenant and National Data Corporation as landlord (said landlord and its successors and assigns under the Lease hereinafter collectively called "Landlord"), covering all or part of the Mortgaged Premises as set forth under the Lease (hereinafter called the "Demised Premises").

Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Tenant agree as follows:

1. Subordination. Subject in all respects to the provisions of this

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Agreement, the Lease is now, and will at all times and for all purposes be subordinate, in every respect, to the Mortgage. The Lease is subordinate, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage,

(collectively a "Modification"), provided that any and all Modifications shall nevertheless be subject to the terms of this Agreement.

2. Non-Disturbance. So long as Tenant is not in material default under

the Lease beyond the expiration of all applicable notice and cure periods, Tenant shall not be joined as a party defendant in any actions to foreclose the Mortgage, and the Lease shall not be terminated,

nor shall Tenant's use, possession or enjoyment of the Demised Premises for the balance of the term or extensions or renewals thereof, or any of the rights or privileges of Tenant under or provided by the Lease, be terminated or disturbed in any way, by any foreclosure or exercise of private power of sale or any other action or proceeding instituted under or in connection with the Mortgage in case Lender takes possession of the Mortgaged Premises pursuant to any provisions thereof.

3. Attornment. If Lender or any other party succeeds to the interest of

Landlord under the Lease in any manner, including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance (a "Succession"), such party shall be deemed to have assumed the obligations of the Landlord thereafter arising, accruing or to be performed, and Tenant will attorn to and be bound to such party (whether Lender or another party) after receiving notice of such Succession and will recognize Lender or such other party as the landlord under the Lease. Such attornment and the provisions of this Agreement shall be effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

4. Limitation On Lender's Liability. Upon any Succession, Lender shall

not be (a) liable for any act or omission of the Landlord under said Lease, except to the extent the same constitutes a continuing default under the Lease following such party's acquisition of title of the Mortgaged Premises, (b) subject to any offsets or defenses which Tenant may have against the Landlord arising or occurring prior to the Succession, except for offsets arising under the Lease after Lender has received notice and opportunity to cure pursuant to Paragraph 6 below, (c) bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month, unless paid to Lender or otherwise actually received by Lender, (d) bound by any material amendment or modification of the Lease made without Lender's prior written consent, (e) liable for any security deposit paid by Tenant to Landlord unless such deposit is delivered to Lender, (f) liable for or obligated to pay for repairs, replacements, damages or allowances not made, performed or paid by the Landlord if such performance or payment was due prior to the Succession, or (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession. Any reference to Landlord includes all prior landlords under the Lease.

5. Tenant's Warranty. Tenant warrants to Lender, as of the date hereof,

that (a) attached is a true, correct and complete copy of the Lease, (b) To Tenant's actual knowledge there are no defaults on the part of Landlord under the Lease, (c) the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Demised Premises, and (d) the Lease is validly executed by Tenant and in full force and effect. Tenant acknowledges and warrants to Lender that it has not knowingly subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.

6. Lender Cure Rights. Tenant agrees to give Lender a copy of any notice

of default ("Default Notice") which Tenant provides to Landlord under the Lease by sending such written

notice to Lender at Suite 1400, Two Ravinia Drive, Atlanta, Georgia 30346,

referencing Loan Number 6102570 by certified mail, return receipt requested. After receipt of a Default Notice, Lender shall have the right, but not the obligation, to correct or cure the Landlord default within 10 days after the end of the cure period provided Landlord by the Lease terms. Until such period expires, within which Lender may correct or cure the default, Tenant agrees to take no action to exercise remedies provided to Tenant under the Lease terms. Tenant will accept Lender's cure of any Landlord default. Landlord acknowledges and consents to the foregoing.

7. Rent Payment. Immediately upon written notice to Tenant (a) that  
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Lender has been entitled to collect rents pursuant to its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Lender's succeeding to the Landlord's interest under the Lease, Tenant agrees to pay all rents due under the Lease directly to Lender (in accordance with the Lease). Landlord consents to the foregoing and authorizes and directs Tenant to make payment of such monies to Lender after Tenant's receipt of such notice. Landlord agrees that any payments so made by Tenant after receipt of such a notice shall be applied and credited toward Tenant's obligations under the Lease, regardless of whether Lender was properly authorized to require such payments from Tenant, and Landlord releases Tenant from any claim relative to Tenant's payment to Lender based on Lender's demand.

8. Complete Agreement. This Agreement supersedes, as between the parties  
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hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

9. No Oral Modification/Binding Effect. This Agreement may not be  
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modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

10. Laws. This Agreement shall be construed in accordance with the laws of  
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the State where the Mortgaged Premises are located.

11. Automatic Amendment of Lease. Upon a Succession, the Lease is  
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automatically amended as follows:

a. Hazardous Materials. All representations, warranties, indemnities or  
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hold harmless provisions in favor of Tenant from Landlord dealing with the presence, use, transportation, disposal, contamination, exposure to or in any way arising out of hazardous or toxic materials, chemicals or wastes ("Hazardous Materials") are deleted as to Lender. Lender, however, as Landlord, covenants and agrees to (a) comply with all laws governing Hazardous Materials ("Hazardous Materials Laws"), (b) store, use and dispose of all Hazardous Materials at the Mortgaged Premises in accordance with all applicable Hazardous Materials Laws, and (c) remove, remediate and/or clean up, as applicable, in accordance with all applicable Hazardous Materials Laws, all Hazardous Materials at the Mortgaged Premises (to the extent not caused by Tenant or its employees, contractors or agents) impairing Tenant's use or access to the Demised Premises.

b. Insurance. Tenant will at all times carry liability coverage for its  
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activities and operations at the Demised Premises, listing Lender and Landlord as additional insureds, in accordance with such coverage amounts as are required by the Lease. Lender will have no liability to Tenant for any indemnity or hold harmless provision under the Lease where Lender is otherwise covered by Tenant's liability coverage(s) as carried by Tenant or which Tenant is required to carry under the Lease. All insurance required to be carried by Landlord under the Lease may be effected by Lender by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds and with such deductibles as Lender may from time to time determine. Tenant has no rights in any policy or policies maintained by Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

LENDER:  
THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Vice President  
(Corporate Seal)

TENANT:  
GLOBAL PAYMENTS INC.

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President  
(Corporate Seal)

LANDLORD:  
NATIONAL DATA CORPORATION

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is made this 31/st/ day of January, 2001 between Global Payment Systems, LLC, a Georgia limited liability company ("Sublandlord"), and National Data Corporation, a Delaware corporation ("Subtenant").

R E C I T A L S

Duke Weeks Realty Corporation ("Landlord"), successor in interest to Duke Weeks Limited Partnership, as landlord, and Sublandlord, as tenant, are parties to that certain Lease Agreement dated December 18, 1997, for the lease of certain space (the "Premises") located in Building 482 of Westport Center, 2054 Westport Center Drive, Maryland Heights, Missouri (the "Building"), said lease having been amended by First Lease Amendment dated October 26, 1998 (as so amended the "Lease"; all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease).

Sublandlord and Subtenant desire to enter into this Sublease, pursuant to the terms of which Subtenant will lease from Sublandlord and Sublandlord will lease to Subtenant a portion of the Premises.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and obligations set forth in this Sublease, Sublandlord and Subtenant do hereby agree as follows:

1. Subleased Premises. Sublandlord does hereby lease to Subtenant, and

Subtenant leases and rents from Sublandlord, that portion of the Premises consisting of approximately 1,784 rentable square feet (1,784 rentable square feet being the agreed upon, conclusive square footage of the Subleased Premises for purposed hereof) as shown outlined and cross-hatched on the floor plan attached hereto as Exhibit A and incorporated herein by this referenced (the

"Subleased Premises"). The Subleased Premises are being leased by Sublandlord to Subtenant "AS IS" and Sublandlord shall not be obligated to construct any demising walls or make any improvements or alterations whatsoever with regard to the Subleased Premises. Subtenant shall not make any improvements or alterations to the Subleased Premises without Sublandlord's prior written consent.

2. Term. The term of this Sublease ("Sublease Term") shall begin on the

1/st/ day of February, 2001 ( the "Commencement Date") and shall expire at 12:00 midnight on the day immediately preceding the third (3rd) anniversary of the Commencement Date, unless the Lease or this Sublease is sooner terminated in accordance with the terms and conditions set forth therein or herein. Notwithstanding the foregoing, either party hereto

may at any time terminate this Sublease by written notice to the other given one hundred eighty (180) days prior to the effective date of such termination.

3. Rent. Commencing on the Commencement Date and continuing through and

including June 30, 2003 ("First Rent Period), Subtenant shall pay to Sublandlord a base rent ("Base Rent") of Sixteen and 27/100 Dollars (\$16.27) per rentable square foot of the Subleased Premises per annum (\$29,023.89). The Base Rent during the First Rent Period shall be payable by Subtenant to Sublandlord in advance in monthly installments of Two Thousand Four Hundred Eighteen and 66/100 Dollars (\$2,418.66) each, which are due and payable on or before the first day of each calendar month during the First Rent Period with appropriate prorations for partial months. Commencing on July 1, 2003 and continuing through and



including the remainder of the Sublease Term (the "Second Rent Period), Subtenant shall pay to Sublandlord a Base Rent of Seventeen and 85/100 Dollars (\$17.85) per rentable square foot of the Subleased Premises per annum (\$31,842.61). The Base Rent during the Second Rent Period shall be payable by Subtenant to Sublandlord in advance in monthly installments of Two Thousand Six Hundred Fifty-Three and 55/100 Dollars (\$2,653.55) each, which are due and payable on or before the first day of each calendar month during the Second Rent Period with appropriate prorations for partial months. Throughout the Sublease Term, Subtenant shall also pay as additional rent hereunder ("Additional Rent") (i) Subtenant's pro rata share (based on the rentable square footage of the Subleased Premises compared to the rentable square footage of the Premises) of (a) all Common Area Charges, and (b) costs for outside vendors and service providers engaged by Sublandlord to provide janitorial, security or other services to the Premises as a whole, and (ii) any amounts due under the Lease for separate or other charges (such as excess electrical, overtime HVAC, damage expenses, etc.) and incurred at Subtenant's request or otherwise allocable or attributable to the Subleased Premises. All Additional Rent shall be payable by Subtenant to Sublandlord at the time and in the same manner such payments are due by Sublandlord under the Lease, or as otherwise reasonably required by Sublandlord from time to time. Base Rent and Additional Rent are referred to collectively in this Sublease as "Rent". Subtenant shall also pay all tax due with regard to the Rent pursuant to the laws of the State of Missouri.

4. Relationship to Lease. This Sublease and all of Subtenant's rights  
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hereunder are expressly subject to and subordinate to all of the terms of the Lease. Subtenant hereby acknowledges that it has received copies of the Lease and has read all of the terms and conditions thereof. Subtenant hereby agrees to assume all obligations of Sublandlord, as "Tenant" under the Lease, with respect to the Subleased Premises. All of the terms and conditions of the Lease are hereby incorporated into this Sublease by reference as if fully set forth herein and except that "Landlord" shall be read as "Sublandlord" and "Tenant" shall be read as "Subtenant"; provided, however, that (i) Subtenant hereby acknowledges that Subtenant shall look solely to Landlord for the performance of all the Landlord's obligations under the Lease and that Sublandlord shall not be obligated to provide any services to Subtenant or otherwise perform any obligations in connection with this Sublease, and (ii) Subtenant shall not be entitled to exercise (or to require Sublandlord to

2

exercise) any right of first offer, right of first refusal, right to contest taxes, renewal option, purchase option, termination option, contraction option, expansion option or any such other right or option granted to Sublandlord as "Tenant" under the Lease. Subtenant acknowledges that any termination of the Lease will result in a termination of the Sublease.

5. Use. Subtenant's use of the Subleased Premises shall be strictly in  
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accordance with the use provisions of the Lease.

6. Default. Any act or omission by Subtenant that would constitute a  
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default under the Lease shall, subject to the same notice and cure provisions provided in the Lease, be deemed a default by Subtenant under this Sublease. In addition, any failure by Subtenant to pay Rent when due (and the continuance of such failure for five (5) days following notice from Sublandlord to Subtenant) or any failure by Subtenant to perform any other obligations required under this Sublease, shall be deemed a default hereunder. Any such default by Subtenant shall entitle Sublandlord to exercise any and all remedies available to Landlord under the Lease or any other remedies available at law or in equity under the laws of the State of Missouri.

7. Quiet Enjoyment. Provided Subtenant has performed its obligations  
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hereunder, Subtenant shall have the quiet enjoyment of the Subleased Premises without interference by Sublandlord or anyone claiming by, through or under Sublandlord. Sublandlord shall comply with its obligations under the Lease. Sublandlord will use reasonable efforts to enforce Landlord's obligations under the Lease, but if Sublandlord chooses not to pursue an action to enforce any of Landlord's obligations but Sublandlord desires to enforce such obligations, Sublandlord will assign its rights to Subtenant and will cooperate with Subtenant's efforts to enforce such obligations so long as such enforcement efforts are at Subtenant's sole expense and Subtenant indemnifies Sublandlord

from any damages, claims or expenses resulting from such enforcement effort or Sublandlord's cooperation therewith.

8. Insurance and Indemnities. Subtenant hereby agrees to indemnify and

hold Landlord and Sublandlord harmless, with regard to its leasing and use of Subleased Premises, to the same extent that Tenant is required to indemnify and hold Landlord harmless with respect to the Premises. Likewise, Subtenant hereby agrees to obtain and provide evidence satisfactory to Sublandlord, on or before the date of this Sublease, that Subtenant is carrying insurance in the same amounts and of the same types (including any required waiver of subrogation provisions or endorsements) required to be carried by Sublandlord, as "Tenant" under the Lease, with regard to the Premises.

9. Subleasing and Assignment. Subtenant shall have no further right to

sublease or assign its rights under this Sublease or its rights with regard to the Subleased Premises without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion. Notwithstanding the foregoing, Subtenant may assign or sublet its rights and obligations under this Sublease without Sublandlord's prior

consent to a successor corporation into which or with which Subtenant is merged or consolidated or which acquired all or substantially all of Subtenant's assets and property, provided that such successor corporation assumes substantially all of the obligations and liabilities of Subtenant hereunder.

10. Condition of Subleased Premises. Upon the expiration or earlier

termination of this Sublease, Subtenant shall return the Subleased Premises to Sublandlord in the condition required by the Lease, normal wear and tear and damage by casualty or condemnation excepted.

11. Notices. Notices by Sublandlord and Subtenant shall be given to each

other in the same manner provided by the Lease:

Sublandlord: Global Payment Systems, LLC  
One National Data Plaza  
Atlanta, Georgia 30329  
Attention: Real Estate Department

With a copy to: Global Payment Systems, LLC  
One National Data Plaza  
Atlanta, Georgia 30329  
Attention: General Counsel

Subtenant: National Data Corporation  
Two National Data Plaza  
Atlanta, Georgia 30329  
Attention: Real Estate Department

With a copy to: National Data Corporation  
Two National Data Plaza  
Atlanta, Georgia 30329  
Attention: General Counsel

12. Signs. Subtenant shall have no right whatsoever to install any signs

in the Premises or the Building without the prior written consent of Sublandlord, which may be granted or withheld by Sublandlord in its sole discretion.

13. Miscellaneous. This Sublease shall be governed by the laws of the

State of Missouri. Time shall be of the essence with regard to the obligations under this Sublease. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

SUBLANDLORD:

Global Payment Systems, LLC  
By: GPS Holdings LP, a member, by  
National Data Corporation, its General  
Partner

By: /s/ Randolph L. M. Hutto  
-----  
Name: Randolph L. M. Hutto  
-----  
Title: Chief Financial Officer  
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[Signatures continued on next page]

5

SUBTENANT:

National Data Corporation

By: /s/ Randolph L. M. Hutto  
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Name: Randolph L. M. Hutto  
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Title: Chief Financial Officer  
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6

Landlord Consent  
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The undersigned, as Landlord under the Lease, does hereby consent to the within Sublease. Landlord does further agree to provide to Subtenant any notice of default by Sublandlord, as "Tenant" under the Lease, such notice to be delivered simultaneously with the notice provided to Sublandlord.

Duke Weeks Realty Corporation

By: /s/ Robert H. Johnson  
-----  
Name: Robert H. Johnson  
Title: Sr. Vice President

[CORPORATE SEAL]

In no event shall Landlord's consent to this sublease be misconstrued to release Tenant from any or all of its obligations under the Lease.

7

EXHIBIT A

MAP OF PREMISES

8

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is made this 31/st/ day of January, 2001 between National Data Corporation, a Delaware corporation ("Sublandlord"), and National Data Payment Systems, Inc., a New York corporation ("Subtenant").

R E C I T A L S

Seville Plaza Management Corporation ("Landlord"), as landlord, and Sublandlord, successor in interest to Spring Anesthesia Group, Inc., as tenant, are parties to that certain Koll Office Lease dated June 3, 1993, for the lease of certain space located in Seville Plaza, 5473 Kearny Villa Road, San Diego, California (the "Building"), said lease having been amended by Amendment to Office Lease dated March 18, 1998 (as so amended the "Lease"; all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease).

Sublandlord and Subtenant desire to enter into this Sublease, pursuant to the terms of which Subtenant will lease from Sublandlord and Sublandlord will lease to Subtenant a portion of the Premises.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and obligations set forth in this Sublease, Sublandlord and Subtenant do hereby agree as follows:

1. Subleased Premises. Sublandlord does hereby lease to Subtenant, and

Subtenant leases and rents from Sublandlord, that portion of the Premises consisting of approximately 2,274 rentable square feet (2,274 rentable square feet being the agreed upon, conclusive square footage of the Subleased Premises for purposed hereof) as shown outlined and cross-hatched on the floor plan attached hereto as Exhibit A and incorporated herein by this referenced (the

"Subleased Premises"), said Subleased Premises being Suite 110. The Subleased Premises are being leased by Sublandlord to Subtenant "AS IS" and Sublandlord shall not be obligated to construct any demising walls or make any improvements or alterations whatsoever with regard to the Subleased Premises. Subtenant shall not make any improvements or alterations to the Subleased Premises without Sublandlord's prior written consent.

2. Term. The term of this Sublease ("Sublease Term") shall begin on the

1/st/ day of February, 2001 and shall expire at 12:00 midnight on the expiration date of the Lease unless the Lease or this Sublease is sooner terminated in accordance with the terms and conditions set forth therein or herein.

3. Rent. Commencing on the Commencement Date and continuing through and

including March 31, 2001 (the "First Rent Period"), Subtenant shall pay to Sublandlord a base rent ("Base Rent") of Nineteen and 50/100 Dollars (\$19.50) per rentable square foot of the Subleased Premises per annum (\$44,343.00). The Base Rent during the First Rent Period shall be payable by Subtenant to Sublandlord in advance in monthly installments of Three Thousand Six Hundred Ninety-Five and 25/100 Dollars (\$3,695.25) each, which are due and payable on or before the first day of each calendar month during the First Rent Period with appropriate prorations for partial months. Commencing on April 1, 2001 and continuing through and including the remainder of the Sublease Term (the "Second Rent Period"), Subtenant shall pay to Sublandlord a Base Rent of Twenty and 46/100 Dollars (\$20.46) per rentable square foot of the Subleased Premises per annum (\$46,526.04). The Base Rent during such period shall be payable by

Subtenant to Sublandlord in advance in monthly installments of Three Thousand Eight Hundred Seventy-Seven and 17/100 Dollars (\$3,877.17) each, which are due and payable on or before the first day of each calendar month during the Second Rent Period with appropriate prorations for partial months. Throughout the Sublease Term, Subtenant shall also pay as additional rent hereunder ("Additional Rent") (i) Subtenant's pro rata share (based on the rentable square footage of the Subleased Premises compared to the rentable square footage of the Premises) of (a) all Operating Expenses, and (b) costs for outside vendors and service providers engaged by Sublandlord to provide janitorial, security or other services to the Premises as a whole, and (ii) any amounts due under the Lease for separate or other charges (such as excess electrical, overtime HVAC, damage expenses, etc.) and incurred at Subtenant's request or otherwise allocable or attributable to the Subleased Premises. All Additional Rent shall be payable by Subtenant to Sublandlord at the time and in the same manner such payments are due by Sublandlord under the Lease, or as otherwise reasonably required by Sublandlord from time to time. Base Rent and Additional Rent are referred to collectively in this Sublease as "Rent". Subtenant shall also pay all tax due with regard to the Rent pursuant to the laws of the State of California.

4. Relationship to Lease. This Sublease and all of Subtenant's rights

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hereunder are expressly subject to and subordinate to all of the terms of the Lease. Subtenant hereby acknowledges that it has received copies of the Lease and has read all of the terms and conditions thereof. Subtenant hereby agrees to assume all obligations of Sublandlord, as "Tenant" under the Lease, with respect to the Subleased Premises. All of the terms and conditions of the Lease are hereby incorporated into this Sublease by reference as if fully set forth herein and except that "Landlord" shall be read as "Sublandlord" and "Tenant" shall be read as "Subtenant"; provided, however, that (i) Subtenant hereby acknowledges that Subtenant shall look solely to Landlord for the performance of all the Landlord's obligations under the Lease and that Sublandlord shall not be obligated to provide any services to Subtenant or otherwise perform any obligations in connection with this Sublease, and (ii) Subtenant shall not be entitled to exercise (or to require Sublandlord to exercise) any right of first offer, right of first refusal, right to contest taxes, renewal option, purchase option, termination option, contraction option, expansion option or any such other right or option granted to Sublandlord as "Tenant" under the Lease.  
Subtenant

acknowledges that any termination of the Lease will result in a termination of the Sublease.

5. Use. Subtenant's use of the Subleased Premises shall be strictly in

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accordance with the use provisions of the Lease.

6. Default. Any act or omission by Subtenant that would constitute a

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default under the Lease shall, subject to the same notice and cure provisions provided in the Lease, be deemed a default by Subtenant under this Sublease. In addition, any failure by Subtenant to pay Rent when due (and the continuance of such failure for five (5) days following notice from Sublandlord to Subtenant) or any failure by Subtenant to perform any other obligations required under this Sublease, shall be deemed a default hereunder. Any such default by Subtenant shall entitle Sublandlord to exercise any and all remedies available to Landlord under the Lease or any other remedies available at law or in equity under the laws of the State of California.

7. Quiet Enjoyment. Provided Subtenant has performed its obligations

-----  
hereunder, Subtenant shall have the quiet enjoyment of the Subleased Premises without interference by Sublandlord or anyone claiming by, through or under Sublandlord. Sublandlord shall comply with its obligations under the Lease. Sublandlord will use reasonable efforts to enforce Landlord's obligations under the Lease, but if Sublandlord chooses not to pursue an action to enforce any of Landlord's obligations but Sublandlord desires to enforce such obligations, Sublandlord will assign its rights to Subtenant and will cooperate with Subtenant's efforts to enforce such obligations so long as such enforcement efforts are at Subtenant's sole expense and Subtenant indemnifies Sublandlord from any damages, claims or expenses resulting from such enforcement effort or Sublandlord's cooperation therewith.

8. Insurance and Indemnities. Subtenant hereby agrees to indemnify and -----  
hold Landlord and Sublandlord harmless, with regard to its leasing and use of  
Subleased Premises, to the same extent that Tenant is required to indemnify and  
hold Landlord harmless with respect to the Premises. Likewise, Subtenant hereby  
agrees to obtain and provide evidence satisfactory to Sublandlord, on or before  
the date of this Sublease, that Subtenant is carrying insurance in the same  
amounts and of the same types (including any required waiver of subrogation  
provisions or endorsements) required to be carried by Sublandlord, as "Tenant"  
under the Lease, with regard to the Premises.

9. Subleasing and Assignment. Subtenant shall have no further right to -----  
sublease or assign its rights under this Sublease or its rights with regard to  
the Subleased Premises without the prior written consent of Sublandlord, which  
consent may be withheld in Sublandlord's sole discretion. Notwithstanding the  
foregoing, Subtenant may assign or sublet its rights and obligations under this  
Sublease without Sublandlord's prior consent to a successor corporation into  
which or with which Subtenant is merged or consolidated or which acquired all or  
substantially all of Subtenant's assets and property,

3

provided that such successor corporation assumes substantially all of the  
obligations and liabilities of Subtenant hereunder.

10. Condition of Subleased Premises. Upon the expiration or earlier -----  
termination of this Sublease, Subtenant shall return the Subleased Premises to  
Sublandlord in the condition required by the Lease, normal wear and tear and  
damage by casualty or condemnation excepted.

11. Notices. Notices by Sublandlord and Subtenant shall be given to each -----  
other in the same manner provided by the Lease:

Subtenant: National Data Payment Systems, Inc.  
c/o Global Payment Inc.  
One National Data Plaza  
Atlanta, Georgia 30329  
Attention: Real Estate Department

With a copy to: National Data Payment Systems, Inc.  
c/o Global Payment Inc.  
One National Data Plaza  
Atlanta, Georgia 30329  
Attention: General Counsel

Sublandlord: National Data Corporation  
Two National Data Plaza  
Atlanta, Georgia 30329  
Attention: Real Estate Department

With a copy to: National Data Corporation  
Two National Data Plaza  
Atlanta, Georgia 30329  
Attention: General Counsel

12. Signs. Subtenant shall have no right whatsoever to install any signs -----  
in the Premises or the Building without the prior written consent of  
Sublandlord, which may be granted or withheld by Sublandlord in its sole  
discretion.

13. Miscellaneous. This Sublease shall be governed by the laws of the -----  
State of California. Time shall be of the essence with regard to the  
obligations under this Sublease. This Sublease supersedes all prior discussions  
and agreements between the parties and incorporates their entire Agreement.

4

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

SUBLANDLORD:

National Data Corporation

By: /s/ Randolph L. M. Hutto

-----  
Name: Randolph L. M. Hutto

-----  
Title: Chief Financial Officer

[Signatures continued on next page]

5

SUBTENANT:

National Data Payment Systems, Inc.

By: /s/ Paul R. Garcia

-----  
Name: Paul R. Garcia

-----  
Title: Chief Executive Officer

6

Landlord Consent

-----  
The undersigned, as Landlord under the Lease, does hereby consent to the within Sublease. Landlord does further agree to provide to Subtenant any notice of default by Sublandlord, as "Tenant" under the Lease, such notice to be delivered simultaneously with the notice provided to Sublandlord.

Seville Plaza Management Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

7

EXHIBIT A

MAP OF PREMISES

8