TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ChoicePoint Government Services, Inc.	FORMERLY ChoicePoint Asset Company LLC	02/29/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	IMD Holdings, LLC
Street Address:	1410 Spring Hill Road
Internal Address:	Suite 300
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75921162	IMAPDATA

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Date:	04/27/2011
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STOCK PURCHASE AGREEMENT

by and between

CHOICEPOINT GOVERNMENT SERVICES INC.

and

IMD HOLDINGS, LLC

Dated as of February 29, 2008

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of the 29th day of February, 2008 (the "Effective Date"), is made and entered into by and between CHOICEPOINT GOVERNMENT SERVICES INC., a Georgia corporation ("ChoicePoint"), and IMD HOLDINGS, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, ChoicePoint owns all of the outstanding shares of capital stock of iMapData Inc., a Delaware corporation (the "Company");

WHEREAS, the Company is engaged in the business (the "Business") of building, developing and/or licensing of a Company-hosted, data-driven geospatial system; and

WHEREAS, subject to the terms and conditions of this Agreement, ChoicePoint desires to sell, and Buyer desires to purchase, all of the outstanding shares of capital stock of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, the parties hereto, intending to be legally and equitably bound, hereby agree as follows:

Section 1. Purchase of Shares.

- 1.1 <u>Transfer of Shares</u>. Contemporaneously with the execution and delivery of this Agreement, ChoicePoint hereby sells, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases from ChoicePoint, 1,000 shares of common stock of the Company (the "<u>Shares</u>"), which Shares constitute all of the outstanding shares of capital stock of the Company.
- 1.2 <u>Purchase Price</u>. Contemporaneously with the execution and delivery of this Agreement, in consideration for all of the Shares, the purchase price (the "<u>Purchase Price</u>") for the Shares shall be which Purchase Price shall be paid in accordance with Section 1.3.

1.3 Payment of Purchase Price. Contemporaneously with the execution and delivery
of this Agreement, Buyer shall (a) denosit the amount of
(the "Escrow Amount") in escrow with SunTrust Bank, as escrow agent
(the "Escrow Agreement"), pursuant to an escrow agreement (the "Escrow Agreement"), in the form
attached hereto as Exhibit A. by and among ChoicePoint, Buyer and the Escrow Agent; and (b)
after deducting the Escrow Amount, pay the balance of the Purchase Price to ChoicePoint by
wire transfer of immediately available funds to the following account:

1.4 Purchase Price Adjustment.

(a) <u>Assumed Net Working Capital</u>. The parties hereto acknowledge that the consideration being paid by Buyer pursuant to Section 1.3 has been based on the assumption that the Net Working Capital (as hereinafter defined) shall be equal to

(the "Assumed Net Working

Capital").

- (b) <u>Definition of "Net Working Capital."</u> For purposes of this Section 1.4, the term "Net Working Capital" means the aggregate amount of the current assets of the Company <u>minus</u> the aggregate amount of the liabilities of the Company, in each case as determined as of the Effective Date in accordance with the guidelines attached hereto as <u>Exhibit B</u> (the "Working Capital Guidelines"). To the extent any current assets of the Company are disregarded for purposes of the calculation of Net Working Capital pursuant to paragraph 2 of the Working Capital Guidelines, those assets shall be deemed Excluded Assets in accordance with Section 2.4 hereof. To the extent any liabilities of the Company are disregarded for purposes of the calculation of Net Working Capital pursuant to paragraphs 3(b), 3(c) or 3(d) of the Working Capital Guidelines, those liabilities (collectively, the "Excluded Liabilities") shall not be included as liabilities of the Company but instead shall be retained by (or transferred to) ChoicePoint or its Affiliates.
- after the Effective Date, ChoicePoint will prepare or cause to be prepared and deliver to Buyer, at the sole expense of ChoicePoint, a calculation of the Net Working Capital, which shall be set forth in a balance sheet statement format detailing the calculation thereof (such statement being hereinafter referred to as the "Proposed Closing Balance Sheet"). The Proposed Closing Balance Sheet shall be prepared in accordance with the Working Capital Guidelines. ChoicePoint shall permit Buyer and its representatives to have reasonable access to the books, records and other documents pertaining to or used in connection with the preparation of the Proposed Closing Balance Sheet and, upon request, provide Buyer with copies thereof. Buyer shall cooperate with ChoicePoint after the Effective Date in furnishing information, documents, information and other assistance to ChoicePoint to facilitate the completion of the Proposed Closing Balance Sheet.
- (d) Examination of Statements. Buyer shall review the Proposed Closing Balance Sheet to confirm the accuracy thereof and of ChoicePoint's calculation of the Net Working Capital. If Buyer fails to give ChoicePoint written notice of any disputed amounts within sixty (60) days after Buyer receives the Proposed Closing Balance Sheet (the "Review Period") or if Buyer gives ChoicePoint written notice (the "Acceptance Notice") during the Review Period that Buyer accepts the Proposed Closing Balance Sheet as being accurate, then the Proposed Closing Balance Sheet shall become the "Final Closing Balance Sheet" (as hereinafter defined) for purposes hereof as of the earlier of (i) the date ChoicePoint receives the Acceptance Notice or (ii) the last day of the Review Period (the earlier of such dates being referred to herein as the "Acceptance

Date"). If Buyer gives ChoicePoint written notice of any disputed items within the Review Period, ChoicePoint and Buyer shall attempt in good faith to agree on any adjustments that should be made to the Proposed Closing Balance Sheet in order to reflect the Net Working Capital. If ChoicePoint and Buyer are unable to resolve any disputed amounts within thirty (30) days after Buyer receives the Proposed Closing Balance Sheet, ChoicePoint and Buyer will engage the Atlanta, Georgia office of PricewaterhouseCoopers LLP (or such other independent accounting firm of national standing that the parties shall mutually designate) (as applicable, the "Audit Firm") to resolve any such disputed matters in accordance with the terms of this Agreement. The decision of the Audit Firm shall be made, if possible, within thirty (30) days after being engaged, and, in any event, shall be final and binding on the parties. The Proposed Closing Balance Sheet shall be revised, if necessary, to reflect the final determination of the Net Working Capital (the final form of the Proposed Closing Balance Sheet, including any revisions which are made thereto pursuant to this Section 1.4(d), is referred to herein as the "Final Closing Balance Sheet"). Such revisions, if any, shall be made by ChoicePoint within five (5) business days after any disputes with respect to the Proposed Closing Balance Sheet have been resolved in accordance with this Section 1.4(d), and a copy of the Final Closing Balance Sheet shall be promptly delivered by ChoicePoint to Buyer. For purposes of this Section 1.4, the "Final Determination Date" shall be deemed to be the earlier of (i) the Acceptance Date or (ii) the date as of which Buyer receives the Final Closing Balance Sheet from ChoicePoint pursuant to this Section 1.4(d).

(e) <u>Adjustments</u>. The parties hereto agree that if the Net Working Capital as reflected on the Final Closing Balance Sheet is less than the Assumed Net Working Capital (the amount of such shortfall, if any, is hereinafter referred to as the "<u>Working Capital Deficit</u>"), ChoicePoint shall pay to Buyer,

Notwithstanding anything to the contrary contained in this Agreement, any Working Capital Deficit shall not constitute a Buyer Loss under Section 8.1 hereof, and thus, shall not be subject to the limitations set forth in Section 8.5 hereof. The Deficit Payment, if any, shall be paid to Buyer, by wire transfer of immediately available funds to an account or accounts designated by Buyer, within ten (10) days of the Final Determination Date. If the Net Working Capital as reflected on the Final Closing Balance Sheet is equal to or greater than the Assumed Net Working Capital, then no adjustment shall be made to the Purchase Price pursuant to this Section 1.4.

- (f) <u>Expenses of Audit Firm</u>. In the event the parties submit any unresolved objections to the Audit Firm for resolution as provided in Section 1.4(d) above, Buyer, on the one hand, and ChoicePoint, on the other hand, will bear responsibility for the fees and expenses of the Audit Firm with respect to this Section 1.4 as follows:
 - (i) If the Audit Firm resolves the remaining objections, based on aggregate dollar values involved with respect to such objections, in favor of ChoicePoint, Buyer will be responsible for all such fees and expenses of the Audit Firm;

- (ii) If the Audit Firm resolves the remaining objections, based on aggregate dollar values involved with respect to such objections, in favor of Buyer, ChoicePoint will be responsible for all such fees and expenses of the Audit Firm; and
- (iii) If the Audit Firm resolves the remaining objections, based on aggregate dollar values involved with respect to such objections, in a manner which evenly divides those values between Buyer and ChoicePoint, Buyer and ChoicePoint shall each be responsible for one-half of all such fees and expenses of the Audit Firm.

Section 2. Closing; Further Assurances; Related Matters.

- 2.1 <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "<u>Closing</u>") shall take place contemporaneously with the execution and delivery of this Agreement via facsimile or electronic transmission as of the Effective Date.
- 2.2 <u>Instruments of Conveyance</u>. At the Closing, ChoicePoint shall deliver any and all stock certificates representing the Shares to Buyer, duly endorsed in blank (or accompanied by duly executed stock powers).
- 2.3 <u>Further Assurances</u>. Each party hereto shall, on the Effective Date and from time to time thereafter, at any other party's reasonable request and without further consideration, execute and deliver to such other party such instruments of transfer, conveyance, and assignment in addition to those delivered pursuant to Section 2.2 as shall be reasonably requested to transfer, convey, and assign the Shares to Buyer and otherwise to effect the transactions contemplated by this Agreement (including, without limitation, the transfer of the Excluded Assets and the Excluded Liabilities to ChoicePoint or its Affiliates).
- Corporate Services. Except as provided in the Transition Services Agreement, 2.4 and the Sublease (each as hereinafter defined), at the Closing, all arrangements for the provision of data processing, accounting, insurance, treasury, human resources, employee benefit programs, legal, tax compliance, communications (data and voice), investor and media relations, real estate, corporate finance, payroll, marketing, information technology and other similar services to the Company by ChoicePoint or any of its Affiliates (as hereinafter defined), including any agreements or understandings (written or oral) with respect thereto, shall terminate. Except as otherwise provided on Schedule 2.4, it is expressly understood that title to (i) all assets and other properties of ChoicePoint or its Affiliates used to provide any such data processing, accounting, insurance, treasury, human resources, employee benefit programs, legal, tax compliance, communications (data and voice), investor and media relations, real estate, corporate finance, payroll, marketing, information technology and other similar services to the Company as well as the ChoicePoint Marks (as hereinafter defined) and all software programs licensed or owned by ChoicePoint or any of its Affiliates for its business operations and (ii) current assets of the Company that are disregarded for purposes of the calculation of Net Working Capital pursuant to paragraph 2 of the Working Capital Guidelines (collectively, the "Excluded Assets") shall not be transferred to the Company or Buyer but shall be retained by ChoicePoint or its Affiliates. As used herein, "Affiliate" of any specified Person (as hereinafter

defined) means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. Unless otherwise expressly stated to the contrary, for purposes of this Agreement, the Company shall not be deemed to be an "Affiliate" of ChoicePoint. For purposes of this Agreement, (a) "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise, (b) "controlling" and "controlled" have meanings correlative to the foregoing, and (c) "Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or other entity or any government or any agency or political subdivision thereof.

Section 3. Representations and Warranties of ChoicePoint.

Except as set forth in the disclosure schedules attached hereto, ChoicePoint hereby represents and warrants to Buyer as follows:

- Organization. Each of ChoicePoint and the Company is a corporation duly 3.1 organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. The Company has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its Business as now being conducted. The Company is duly qualified to transact business and is in good standing as a foreign entity in each jurisdiction where the character of its activities requires such qualification, except where the failure to so qualify would not have a Material Adverse Effect (as hereinafter defined). As used in this Agreement, the term "Material Adverse Effect" means any change or effect that is materially adverse to the financial condition, Business, or results of operations of the Company, taken as a whole; provided, however, that a Material Adverse Effect shall not include any change in or effect upon the financial condition, Business, or results of operations of the Company, directly or indirectly, arising out of, attributable to or as a consequence of: (a) conditions, events or circumstances affecting the software industry in general or the overall U.S. or global economy; (b) the effect of any war, act of terrorism, civil unrest or similar event; (c) any generally applicable change in law, rule or regulation or U.S. generally accepted accounting principles ("GAAP") or interpretation thereof; or (d) the announcement or consummation of either the execution of this Agreement or the transactions contemplated hereunder.
- deliver this Agreement and each other certificate, agreement, document or instrument to be executed and delivered by ChoicePoint in connection with the transactions contemplated by this Agreement (the "ChoicePoint Ancillary Documents"), and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the ChoicePoint Ancillary Documents and the performance by ChoicePoint of its covenants and agreements hereunder and thereunder have been duly and validly authorized by all necessary corporate action of ChoicePoint. This Agreement and the ChoicePoint Ancillary Documents have been duly executed and delivered by ChoicePoint and constitute the valid and binding agreements of ChoicePoint, as applicable, enforceable against ChoicePoint, in accordance with their respective terms, except that (a) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) the remedy of specific performance and

injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.3 Absence of Restrictions and Conflicts. Except as set forth in Schedule 3.3, the execution, delivery, and performance of this Agreement and the ChoicePoint Ancillary Documents, the consummation of the transactions contemplated by this Agreement and the ChoicePoint Ancillary Documents, and the fulfillment of and compliance with the terms and conditions of this Agreement and the ChoicePoint Ancillary Documents do not violate or conflict with, constitute a breach of or default under, or permit the acceleration of any obligation under, (a) any term or provision of the charter documents or bylaws of ChoicePoint or the Company or (b) any judgment, decree, or order of any court or governmental authority or agency to which ChoicePoint or the Company is a party. Except as set forth in Schedule 3.3, no consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental agency or public or regulatory unit, agency, body, or authority with respect to ChoicePoint or the Company is required in connection with the execution, delivery, or performance of this Agreement or the consummation of the transactions contemplated by this Agreement.

3.4 <u>Capitalization</u>.

- (a) The authorized capital stock of the Company consists solely of

 The Shares constitute all of the issued and outstanding capital stock of the Company. The Shares have been duly authorized, validly issued, fully paid, nonassessable, and have not been issued in violation of preemptive rights. The Company does not own, beneficially or otherwise, directly or indirectly, any capital stock of, or other securities, equity or ownership interest in, nor does the Company have any obligation to form or participate in, any corporation, partnership or other Person.
- (b) ChoicePoint has good and marketable title to, and is the record owner of, the Shares, free and clear of any and all liens, pledges, leases, security interests, and encumbrances (hereinafter collectively referred to as "Liens").
- (c) There are no subscriptions, options, convertible securities, calls, puts, rights, warrants, or other agreements, claims, or commitments of any nature whatsoever obligating the Company to purchase, redeem, issue, transfer, deliver, or sell, or cause to be purchased, redeemed, issued, transferred, delivered, or sold, additional shares or other securities of the Company. There are no dividends that have accrued or been declared but are unpaid on the shares or equity of the Company, and there are no stock appreciation, phantom stock, or similar rights with respect to the shares or equity of the Company.

3.5 Ownership of Assets and Related Matters.

(a) The Company does not currently own, and has not previously owned, any real property. The Company has entered into a sublease with ChoicePoint as of the date hereof pursuant to which the Company will sublease from ChoicePoint certain office

space in Tysons Dulles Plaza II (the "Subleased Space"). This sublease with ChoicePoint is the Company's only lease pertaining to real property.

(b)	Schedule 3.5(b) sets forth a corn	ect and complete list of all leases and
agreements gr	ranting the Company possession of	of or rights to personal property requiring
payments !	the "	Personal Property Leases"), and, except as
set forth on So	chedule 3.5(b), the Company is n	ot party to any oral leases relating to
nersonal prop	erty requiring payments (ChoicePoint has
heretofore del	ivered to the Buyer correct and c	omplete copies of all of Personal Property
Leases. To th	e knowledge of ChoicePoint, all	of the Personal Property Leases are valid
and enforceab	le in accordance with their respe	ctive terms with respect to the Company,
and there are	no existing defaults with respect	to any Personal Property Leases of the
Company (or	events or conditions which, with	or without notice or lapse of time, or both,
would constit	ute a default). Except for matters	s set forth on Schedule 3.5(b), the
Company has	peaceful and undisturbed physic	al possession of all equipment and other
assets which a	are covered by the Personal Prope	erty Leases. Except as set forth on
Schedule 3.50	b), none of the Personal Property	Leases is carried as an asset on the books
of the Compa		

- (c) Except as disclosed on <u>Schedule 3.5(c)</u> and except for related allowances reflected on the Final Closing Balance Sheet, the accounts receivable of the Company arose from bona fide transactions in the ordinary course of business, have been executed on terms consistent with the past practice of the Company, and are not subject to any counterclaims or setoff and are not otherwise in dispute. Except as set forth on <u>Schedule</u> 3.5(c), no accounts receivable have been factored, pledged, or assigned to any Person.
- (d) Except as disclosed on <u>Schedule 3.5(d)</u>, there are no existing agreements, options, commitments, or rights with, of, or to any Person to acquire any assets, properties, or rights of the Company or any interest therein, other than data agreements between the Company and its customers that were entered into in the ordinary course of business.
- (e) The Company does not own any individual item of tangible personal property having a net book value in excess. Except as disclosed on Schedule 3.5(e), all tangible and intangible assets reflected on the Final Closing Balance Sheet are owned by the Company, free and clear of all Liens and are in the physical possession of the Company or its authorized employees or consultants. Except as disclosed on Schedule 3.5(e), the assets owned and leased by the Company constitute all the assets and properties necessary to permit the Company to conduct its business in the same manner as it has since December 31, 2007.
- (f) To the knowledge of ChoicePoint, neither the whole nor any portion of the Subleased Space is subject to any governmental decree or order to be sold or is being condemned, expropriated, or otherwise taken by any public authority with or without payment or compensation for such Subleased Space. To the knowledge of ChoicePoint, no such condemnation, expropriation or taking has been proposed.

- (g) Schedule 3.5(g) contains a list of all bank and securities accounts and all safe deposit boxes maintained by the Company and a listing of the Persons authorized to draw thereon or make withdrawals therefrom or, in the case of safe deposit boxes, with access thereto.
- sheet and related unaudited annual statements of income of the Company as of and for the fiscal years ended December 31, 2006 and December 31, 2007 (together, the "Financial Statements") (the balance sheet included in the Financial Statements for the fiscal year ended December 31, 2007 is referred to herein as the "2007 Balance Sheet"). A copy of the Financial Statements is attached as Schedule 3.6. The balance sheets included in the Financial Statements fairly present in all material respects the financial position of the Company, as of the respective dates thereof, and each of the statements of income included in the Financial Statements fairly presents in all material respects the results of operations of the Company for the periods set forth therein, in each case in accordance with GAAP, consistently applied (except for the absence of related notes and schedules thereto).
- 3.7 <u>Indebtedness for Borrowed Money</u>. There are no instruments or other documents or arrangements relating to any indebtedness for borrowed money or capital leases of the Company or any guarantees of the Company with respect thereto.

3.8 No Undisclosed Liabilities; Ordinary Course.

- (a) Except as disclosed on <u>Schedule 3.8(a)</u> and except for liabilities incurred in the ordinary course of business since December 31, 2007, the Company does not have any liabilities, whether accrued, absolute, contingent, or otherwise, which are not adequately reflected or provided for in the 2007 Balance Sheet and which could reasonably be expected to have a Material Adverse Effect.
- (b) Except as disclosed on <u>Schedule 3.8(b)</u> and except as expressly contemplated by this Agreement, since December 31, 2007, the Company has conducted the Business in the ordinary course on a basis consistent with past practice.
- 3.9 <u>Legal Proceedings</u>. Except as set forth in <u>Schedule 3.9</u>, there are no suits, actions, claims, proceedings, or investigations pending or, or to knowledge of ChoicePoint, threatened against the Company or any of the Company's assets before any court, arbitrator, or administrative or governmental body. Except as set forth in <u>Schedule 3.9</u>, there is no judgment, decree, injunction, rule or order of any governmental authority, arbitrator or mediator outstanding against the Company.

3.10 Tax Returns; Taxes.

(a) Either ChoicePoint, its Affiliates, or the Company (i) has timely filed or caused to be filed on a timely basis with the appropriate taxing authorities all Tax Returns (as hereinafter defined) required to be filed by or with respect to the Company for periods (or portions thereof) beginning after March 1, 2004, and (ii) has paid or made adequate provision for the payment of all Taxes shown to be due on such Tax Returns. Such Tax Returns are correct and complete in all material respects. Except as set forth on

Schedule 3.10(a), no taxing authority in a jurisdiction where the Company does not file Tax Returns has claimed in writing that the Company is or may be subject to taxation by that jurisdiction.

- (b) Except as set forth on <u>Schedule 3.10(b)</u>, the Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, leased employee, independent contractor, creditor, stockholder, or other third party.
- (except for statutory liens for Current taxes not yet delinquent). None of the Tax Returns applicable to the Company is currently being audited or examined by any taxing authority and there are no disputes or claims concerning any Tax liability of the Company either claimed or raised by any taxing authority in writing. There is no unpaid tax deficiency, determination or assessment currently outstanding against the Company. There are no outstanding agreements or waivers extending the statute of limitations relating to the assessment of Taxes applicable to the Company.
- (d) All accounting periods and methods used by the Company for Tax purposes are permissible periods and methods, and the Company is not or will not be required to make any adjustment to its income under Section 481 of the Code in connection with a change in accounting method used in taxable years for which Tax Returns have been filed prior to the date hereof.
- (e) The Company has not made any payments, is not obligated to make any payments, or is not a party to any agreement that, under certain circumstances, could obligate it to make any payments (including, without limitation, any accelerated vesting of options or restricted stock or any payments in cancellation of options) that will not be deductible under Section 280G of the Code.
- (f) The Company has not participated, directly or indirectly, in a transaction identified by the Internal Revenue Service to be a "listed transaction."
- (g) The Company is not a party to any Tax allocation or sharing agreement and has no liability for the Taxes of any Person or Affiliate under Treasury Regulation Section 1.1502-6 or any similar provision of state, local, or foreign law, as a transferee or successor, by contract, or otherwise.
 - (h) For purposes of this Agreement:
 - (i) "Code" means the Internal Revenue Code of 1986, as amended from time to time; and
 - (ii) "Tax" means any federal, state, provincial, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, escheat, stamp, occupation, premium, windfall profits, environmental, customs duty, capital stock, franchise, profits, withholding, social security, unemployment, workers' compensation, disability, real property, personal property, sales, use,

transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not; and

(iii) "<u>Tax Return</u>" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes or required by ERISA (as hereinafter defined), including any schedule or attachment thereto and any amendment thereof.

3.11 ERISA and Related Matters.

- thrift, savings, employee stock ownership and retirement plans, and all bonus, health, welfare, severance, fringe benefit, employee stock purchase, phantom stock, stock appreciation, change in control or stock option plans, including individual contracts, consulting or employee agreements, programs, or arrangements, and other "employee benefit plans" (as defined in Section 3(3) of ERISA), providing the same or similar benefits, whether or not written, which are participated in, or maintained by the Company or with respect to which contributions are made or obligations assumed by the Company, in respect of the employees of the Company (including health, life insurance, and other benefit plans maintained for former employees or retirees, consultants or directors). Said plans or other arrangements are sometimes individually referred to in this Agreement as a "Company Benefit Plan" and sometimes collectively referred to in this Agreement the "Company Benefit Plans."
- (b) ChoicePoint has made available to Buyer a true and complete copy of each of the Company Benefit Plans, the most recent summary plan description, any amendments and the 2008 Enrollment Guide for the Company Benefit Plans.
- (c) To the knowledge of ChoicePoint, each of the Company Benefit Plans that are intended to be qualified under Section 401 of the Code, and each related trust agreement under Sections 401(a) and 501(a) of the Code, has been administered in compliance with its terms, and with the requirements prescribed by law, and no event has occurred that resulted in a "prohibited transaction", as defined by ERISA and the Code.
- (d) With respect to employees of the Company, the Company has complied, and currently complies, with applicable continuation requirements for each Company Benefit Plan, including (i) Section 4980B of the Code and Sections 601 through 608 of ERISA, which provisions collectively referred to as "COBRA" and (ii) any applicable state statutes mandating health insurance continuation coverage for employees. Except with respect to any such continuation requirements, the Company has no obligations or liabilities to provide any health or welfare benefits to any retired or former employee(s) of the Company following their termination of employment.
- (e) The Company has fulfilled its obligations, to the extent applicable, under the minimum funding requirements of Section 302 of ERISA and Section 412 of the Code, with respect to each "employee benefit plan" (as defined in Section 3(3) of

ERISA) appearing in <u>Schedule 3.11</u>. Each Company Benefit Plan is in substantial compliance with, and has been administered in all material respects consistent with, the presently applicable provisions of ERISA, the Code, and state law including but not limited to the satisfaction of all applicable reporting and disclosure requirements under the Code, ERISA, and state law.

- (f) Neither the Company nor any entity that is treated as a single employer with the Company pursuant to Sections 414(b), (c), (m), or (o) of the Code currently maintains or contributes to any "defined benefit plan" as defined in Section 3(35) of ERISA or any other Company Benefit Plan that is subject to Title IV of ERISA, nor has previously maintained or contributed to any such plan that has resulted in any liability. As of the date hereof, there is no outstanding unpaid minimum funding waiver within the meaning of Section 412(d) of the Code and no event has occurred or has been threatened that would constitute a reportable event within the meaning of Section 4043(b) of ERISA with respect to any Company Benefit Plan.
- (g) Neither the Company nor any employer referred to in Section 3.11(f) above maintains, or has contributed to, any multiemployer plan within the meaning of Sections 3(37) or 4001(a)(3) of ERISA. No such employer currently has any liability to make withdrawal liability payments to any multiemployer plan. There is no pending dispute between any such employer and any multiemployer plan concerning payment of contributions or payment of withdrawal liability payments.

For purposes of this Agreement, "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations or published guidance or rulings promulgated or issued thereunder.

3.12 <u>Intellectual Property</u>.

- (a) Except as otherwise noted in <u>Schedule 3.12</u> and except for the Excluded Assets, the Company owns, or has the right to use pursuant to licenses, sublicenses, agreements, or permissions, all Intellectual Property (as hereinafter defined) necessary for the operation of the Business as presently conducted. The consummation of the transactions provided for under this Agreement will not result in the loss or impairment of any such Intellectual Property, and each item of such Intellectual Property owned or used by the Company immediately prior to the Effective Date will be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Effective Date.
- (b) To the knowledge of ChoicePoint, the operation of the Business as presently conducted by the Company does not interfere with, infringe upon, misappropriate, or otherwise come into conflict with any Intellectual Property rights of third parties. Since March 1, 2004, the Company is not aware of and has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that it must license or refrain from using any Intellectual Property rights of any third party).

- (c) To the knowledge of ChoicePoint, no third party (including any present or former employee, consultant, or stockholder) is interfering with, infringing upon, misappropriating, or otherwise conflicting with any Intellectual Property rights of the Company.
- (d) Except as has not, and would not reasonably be expected to have, a Material Adverse Effect, the Company has taken commercially reasonable actions to maintain the confidentiality and secrecy of confidential information and trade secrets related to material items of Intellectual Property owned by the Company.
- (e) The Company has made available to Buyer a correct and complete copy of each contract with respect to a license, agreement, or other permission that the Company has granted to any third party with respect to any item of Intellectual Property owned by the Company (other than data agreements and license agreements with customers in the ordinary course of business). The Company has made available to Buyer a correct and complete copy of each contract with respect to a license, sublicense, agreement or other permission with respect to any item of Intellectual Property that any third party owns and that is used exclusively in the Business, as it is currently being conducted and operated (excluding any and all "click wrap" or "shrink wrap" license agreements for commercially available off-the-shelf third party software and all license agreements for commercially available third party software having an annual subscription or license fee of less than
- ChoicePoint Inc. and the current employees of the Company that assign to ChoicePoint Inc. the ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, intellectual property, know-how or designs developed by such employees relating to their employment with the Company have been made available to Buyer. Except for such agreements, to the knowledge of ChoicePoint, no employee of the Company has entered into any agreement that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign or disclose information concerning his work to anyone other than the Company.
- business names, trade names, registered and unregistered trademarks (including common law marks), trade dress, service marks, and Internet domain names (including U.S. federal, state and foreign registrations with respect to any of the foregoing, and applications for registration of any of the foregoing); (ii) patents (including reissues, divisions, continuations, continuations in part, and extensions thereof), patent applications, and inventions and discoveries that may be patentable; (iii) copyrights in both published and unpublished works (including U.S. and foreign registrations and applications for registration of the foregoing); (iv) computer software (in both source code and object code), databases and compilations, and related documentation; (v) rights in mask works and registrations and applications for registration thereof and (vi) other know-how, trade secrets, confidential information, customer lists, technical documentation, technical information, data, technology, research records, plans,

drawings, schematics, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible.

3.13 <u>Brokers, Finders, and Investment Bankers</u>. None of ChoicePoint or the Company has engaged any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with the transactions contemplated by this Agreement.

Section 4. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to ChoicePoint as follows:

- 4.1 <u>Organization</u>. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.
- 4.2 <u>Authorization</u>. Buyer has the corporate power and authority to execute and deliver this Agreement and each other certificate, agreement, document or instrument to be executed and delivered by Buyer in connection with the transactions contemplated by this Agreement (the "<u>Buyer Ancillary Documents</u>"), and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Buyer Ancillary Documents and the performance by Buyer of its covenants and agreements hereunder and thereunder have been duly and validly authorized by all necessary action of Buyer. This Agreement and the Buyer Ancillary Documents have been duly executed and delivered by Buyer and constitute the valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms, except that (a) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
- 4.3 Absence of Restrictions and Conflicts. The execution, delivery, and performance of this Agreement and the Buyer Ancillary Documents, the consummation of the transactions contemplated by this Agreement and the Buyer Ancillary Documents, and the fulfillment of and compliance with the terms and conditions of this Agreement and the Buyer Ancillary Documents do not violate or conflict with, constitute a breach of or default under, or permit the acceleration of any obligation under, (a) any term or provision of the charter documents or bylaws of Buyer or (b) any judgment, decree, or order of any court or governmental authority or agency to which Buyer is a party. No consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental agency or public or regulatory unit, agency, body, or authority with respect to Buyer is required in connection with the execution, delivery, or performance of this Agreement or the consummation of the transactions contemplated by this Agreement.
- 4.4 <u>Brokers, Finders, and Investment Bankers</u>. Buyer has not engaged any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with the transactions contemplated by this Agreement.

4.5 Purchase for Investment.

- (a) Buyer is acquiring the Shares solely for investment for its own account and not with the view to, or for resale in connection with, any "distribution" (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act")) thereof. Buyer understands that the Shares have not been registered under the Securities Act or any state or foreign securities laws by reason of specified exemptions therefrom that depend upon, among other things, the bona fide nature of its investment intent as expressed herein and as explicitly acknowledged hereby and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act or under applicable state or foreign law unless an applicable exemption from registration is available.
- (b) Buyer is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.
- 4.6 <u>Litigation</u>. There is no claim, action, suit, proceeding or governmental investigation pending or, to the knowledge of Buyer, threatened against Buyer, by or before any court, governmental or regulatory authority or by any third party which challenges the validity of this Agreement or which would be reasonably likely to adversely affect or restrict Buyer's ability to consummate the transactions contemplated hereby.

Section 5. Additional Covenants and Agreements.

- 5.1 Fees and Expenses. ChoicePoint will pay all costs and expenses incurred by ChoicePoint or the Company in connection with the transactions contemplated by this Agreement (including, without limitation, attorneys' and accountants' fees and expenses). Buyer shall bear all such costs and expenses incurred by Buyer in connection with the transactions contemplated by this Agreement (including, without limitation, attorneys' and accountants' fees and expenses).
- regarding this Agreement or the transactions contemplated by this Agreement to the financial community, government agencies, employees, or the general public. Buyer shall not make any such public announcement without the written consent of ChoicePoint (which shall not be unreasonably withheld). ChoicePoint shall consult with Buyer in good faith before issuing any such public announcement. Buyer and ChoicePoint shall each cause their respective advisors or other representatives to comply with this Section 5.2.
- 5.3 Employees. The employees of the Business as of the Effective Date are listed on Schedule 5.3 (the "Business Employees"), and contains a true and complete list of all employees of the Business, including their name, job title, current salary or hourly rate of compensate; and hire date. All employment agreements (except for terms of confidentiality, non-solicitation and ownership of inventions) between the Company and any of the Business Employees have been terminated prior to the Effective Date and the Business Employees have been released from any and all remaining obligations thereunder (except for terms of confidentiality, non-solicitation and ownership of inventions). In furtherance of the foregoing, ChoicePoint and the Company have

released any and all Business Employees with an employment agreement from any terms of noncompetition set forth therein. The participation of Business Employees in the ChoicePoint Inc. Profit Sharing 401(k) Plan shall cease as of the Effective Date. All other employee benefits currently offered by ChoicePoint or the Company to the Business Employees shall continue to be provided until the Closing, and shall cease at that time, and ChoicePoint shall retain liability for said benefits until the Closing. Notwithstanding the foregoing, participation by said Business Employees in the ChoicePoint medical benefits plan shall continue until March 31, 2008, on the same basis as to each employee as was in effect on the day before the Closing, and ChoicePoint shall retain liability for such benefits. ChoicePoint shall provide health insurance continuation coverage and shall retain all liability for providing notice and/or benefits in accordance with the requirements of COBRA (Code Section 4980B) and Treasury Regulation Section 54.4980B-9 Q&A 7 with respect to any "qualifying events" that arose on or before the Effective Date. Buyer shall be responsible for, and shall indemnify and hold harmless ChoicePoint and its Affiliates and their officers, directors, employees, Affiliates and agents and the fiduciaries (including plan administrators) of the Company Benefit Plans, from and against, any and all claims, losses, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) and other liabilities and obligations relating to or arising out of (i) all salaries, bonuses, commissions, vacation entitlements and other benefits with respect to the Business Employees that are incurred by the Company before the Effective Date, but only to the extent that such benefits were accrued as a current liability on the Final Closing Balance Sheet; and (ii) any claims of, or damages or penalties sought by, any Business Employee, or any governmental entity on behalf of or concerning any Business Employee, with respect to any act or failure to act by Buyer to the extent arising from the employment, discharge, layoff or termination of any Business Employee.

5.4 <u>Use of Corporate Names and Trademarks</u>.

- (a) The parties acknowledge that ChoicePoint is retaining all rights with respect to the name "ChoicePoint", all derivations and logos thereof and any other mark used by ChoicePoint except for the iMapData Marks (as hereinafter defined) (collectively, the "ChoicePoint Marks"). As soon as reasonably practicable after the Effective Date, but in any event within thirty (30) days after the Effective Date, Buyer will, at its own expense, (i) remove any and all exterior signs and other identifiers located on the Company's property or premises that refer or pertain to or that include the ChoicePoint Marks, and (ii) remove from all of the Company's letterhead, envelopes, invoices, supplies, labels, web site publications and other communications media of any kind, all references to the ChoicePoint Marks.
- (b) The parties acknowledge that as of and after the Closing, Buyer shall own all rights of ChoicePoint and its Affiliates and in and with respect to the name "iMapData" or "iMapData.com" and all derivations and logos thereof (collectively, the "iMapData Marks"). Accordingly, ChoicePoint agrees to cease any and all use (including, but not limited to, domain name use, invisible trademark use or metatag or similar technologically-related uses) of the iMapData Marks or any confusingly similar variations thereof anywhere in the world. Specifically, ChoicePoint will not use the iMapData Marks (or any confusingly similar variations thereof) or otherwise hold itself out in a manner that suggests false association with or sponsorship or approval by Buyer. After the Closing, ChoicePoint also agrees not to (i) register any domain name

confusingly similar to the iMapData Marks or (ii) register with a federal, state, or foreign trademark office any trademark or service mark confusingly similar to the iMapData Marks.

- 5.5 <u>Retention of Records</u>. Buyer agrees that it will maintain, for at least seven (7) years or such longer time as may be required by law (the "<u>Retention Period</u>"), the books, records and documents of the Company existing as of the Effective Date. During normal business hours, Buyer shall afford ChoicePoint and its representatives full access, for reasonable purposes, to such books, record and documents at all times during the Retention Period.
- 5.6 <u>Cash Reimbursements</u>. Within ten (10) days after receiving an invoice (together with reasonable supporting documentation) from the Company, ChoicePoint shall reimburse the Company for the following amounts:
 - (a) all out-of-pocket costs (the "Severance Costs") payable with respect to any reduction in the workforce of the Company prior to the Effective Date, to the extent that, but only to the extent that, the Severance Costs (i) were not accrued as a liability on the Final Closing Balance Sheet, (ii) are outstanding as of the Effective Date and (iii) are thereafter paid directly by the Company;
 - (b) all royalties and other license fees (the "<u>License Fees</u>") payable by the Company to third parties, including, but not limited to the Oasis-iMap License, for any time period ending on or prior to the Effective Date, to the extent that, but only to the extent that, the License Fees (i) were not accrued as a liability on the Final Closing Balance Sheet, (ii) are outstanding as of the Effective Date <u>and</u> (iii) are thereafter paid by the Company; and
 - (c) all out-of-pockets costs (including any employment taxes) payable with respect to the compensation and benefits of the Business Employees incurred after the Effective Date but before Closing, to the extent that such costs are paid by the Company.

Except to the extent that (i) Severance Costs or License Fees were accrued as a liability on the Final Closing Balance Sheet or (ii) ChoicePoint otherwise reimburses the Company with respect to Severance Costs or License Fees pursuant to this Section 5.6, ChoicePoint shall pay directly any Severance Costs and License Fees that remain outstanding as of the Effective Date.

5.7 <u>Assignment of Customer Contracts</u>. ChoicePoint shall cooperate, as may be reasonably requested by the Company, with the assignment to the Company of the customer contracts listed on <u>Schedule 5.7</u> for which the transaction contemplated herein constitutes a change of control or for which ChoicePoint is the contracting party as soon as practicable after the Effective Date; provided that ChoicePoint shall not be required to incur any fee or expense with respect to such assignment other than overhead and any internal charges.

5.8 Limited Representations and Warranties.

(a) Buyer acknowledges that, except as expressly set forth in this Agreement, none of ChoicePoint, ChoicePoint's Affiliates, the Company, or any other Person has made any representation or warranty, express or implied, as to the accuracy or

completeness of any information regarding the Company or the Business, and further agrees that, except as expressly set forth in this Agreement, none of ChoicePoint, ChoicePoint's Affiliates, the Company, or any other Person will be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer's use of, any such information, including, without limitation, any information document or material made available to Buyer or its representatives in any "data room," management presentations or any other form in expectation of the transactions contemplated by this Agreement.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3, (I) NONE OF CHOICEPOINT, CHOICEPOINT'S AFFILIATES, OR THE COMPANY MAKES ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE COMPANY OR ANY OF THE ASSETS, LIABILITIES OR OPERATIONS OF THE COMPANY AND (II) THE ASSETS AND BUSINESS OF THE COMPANY SHALL BE DEEMED TO BE "AS IS, WHERE IS" ON THE EFFECTIVE DATE, AND IN THEIR THEN PRESENT CONDITION, AND BUYER SHALL RELY UPON ITS OWN EXAMINATION THEREOF.

Section 6. Restrictive Covenants.

- 6.1 <u>Definitions</u>. For the purposes of this section:
- (a) "<u>Confidential Information</u>" means any data or information of the Company, other than Trade Secrets and as provided pursuant to the ASP Agreement and the Services Agreement, which is valuable to the Company and not generally known to competitors, including, without limitation, general business information, industry information, analyses, and other information of a proprietary nature that is used exclusively by the Company and not by ChoicePoint or any of its Affiliates.
- (b) "Noncompetition Period" means the period beginning on the Effective Date and ending on the second (2nd) anniversary of the Effective Date.
- (c) "Nonsolicitation Period" means the period beginning on the Effective Date and ending on the second (2nd) anniversary of the Effective Date.
 - (d) "Territory" means the United States of America and Canada.
- (e) "Trade Secrets" means information of the Company that is used exclusively by the Company and not by ChoicePoint or any of its Affiliates, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

6.2 Trade Secrets and Confidential Information.

- (a) <u>Trade Secrets</u>. ChoicePoint and its Affiliates hereby agree not to use or disclose any Trade Secrets for so long as the pertinent information remains Trade Secret information (and, in any event, throughout the Noncompetition Period), regardless of whether the Trade Secrets are in written or tangible form, without the prior written consent of Buyer. Nothing in this Agreement shall diminish the rights of Buyer regarding the protection of Trade Secrets and other Intellectual Property pursuant to applicable law.
- (b) <u>Confidential Information</u>. ChoicePoint and its Affiliates hereby agree, during the Noncompetition Period, to hold in confidence all Confidential Information, and not to disclose, publish, or make use of Confidential Information without the prior written consent of Buyer.

6.3 Noncompetition.

- (a) ChoicePoint hereby agrees that it will not, during the Noncompetition Period, engage in the Business in the Territory (collectively, the "Restricted Activities").
- Notwithstanding anything in this Agreement to the contrary, ChoicePoint (b) of any company whose common stock is publicly may acquire up to ! traded on a national securities exchange or in the over-the-counter market. Buyer acknowledges that in the course of acquiring business entities or assets ("Acquired Entities"), ChoicePoint may wish to acquire an Acquired Entity that engages in the Restricted Activities as part of its business activities. Buyer agrees that, subject to the remaining provisions of this Section 6.3(b), nothing in this Agreement shall prevent ChoicePoint from acquiring (and, thereafter, owning and operating) an Acquired Entity during the Noncompetition Period that engages in the Restricted Activities, provided that the revenues derived from the Restricted Activities by the Acquired Entity do not exceed the Acquired Entity during the twelve month period immediately prior to such acquisition. In the event of an acquisition described in the preceding sentence, ChoicePoint shall use its commercially reasonable efforts, subject to a reasonable process and timelines, to sell the business operations of the Acquired Business related to the Restricted Activities to a third party. ChoicePoint shall notify Buyer in writing when commencing such process and Buyer shall be provided such information about the business operations of the Acquired Entity related to the Restricted Activities that is initially made available by ChoicePoint to prospective buyers of such business operations.

(c)	
ChoicePoint,	continuation of the following shall not violate any provision of this
Agreement:	· ·
	(i) any service category in the market or in development attack. or an Affiliate thereof immediately prior to such acquisition

(ii)	any other activity in exister eof immediately prior to such	nce at	or an
Affiliate there	eor immediately prior to such	acquisition, or	
(iii)	any activity of		ate thereof that
does not inclu	ude technology used in the B	usiness by ChoicePoint p	nor to the
Effective Dat	e.		

- 6.4 <u>Nonsolicitation of Company Employees</u>. ChoicePoint hereby agrees that it will not, during the Nonsolicitation Period, offer employment to any individual who is an employee of the Company on the date hereof; <u>provided</u>, <u>however</u>, that nothing in this Section 6.4 shall prohibit the placing of any advertisements for positions to members of the public generally, such as through newspapers or magazines (including industry-specific magazines), radio, television or direct mail.
- 6.5 Severability. If a judicial determination is made that any of the provisions of this Section 6 constitutes an unreasonable or otherwise unenforceable restriction against ChoicePoint, the provisions of this Section 6 shall be rendered void only to the extent that such judicial determination finds such provisions to be unreasonable or otherwise unenforceable with respect to ChoicePoint. In this regard, ChoicePoint hereby agrees that any judicial authority construing this Section 6 shall be empowered to sever any portion of the Territory, any prohibited business activity or any time period from the coverage of this Section 6, and to apply the provisions of this Section 6 to the remaining portion of the Territory, the remaining business activities, and the remaining time period not so severed by such judicial authority.
- 6.6 <u>Injunctive Relief.</u> ChoicePoint hereby agrees that any remedy at law for any breach of the provisions contained this Section 6 shall be inadequate and that Buyer shall be entitled to seek injunctive relief in addition to any other remedy Buyer might have under this Section 6.
- Section 7. <u>Contemporaneous Actions</u>. Contemporaneously with the execution of this Agreement, the following actions have been taken:
- 7.1 <u>Stock Certificates</u>. ChoicePoint has delivered all stock certificates representing the Shares to Buyer, duly endorsed in blank (or accompanied by duly executed stock powers).
- 7.2 <u>Corporate Records</u>. ChoicePoint shall have delivered to Buyer all minute books, stock records and ledgers and corporate seals of the Company as well as certain accounting records of the Company requested by Buyer; <u>provided</u>, <u>however</u>, that with respect to the accounting records, such records shall be delivered to Buyer as soon as practicable after the Effective Date.
- 7.3 <u>Purchase Price</u>. Buyer has paid the Purchase Price to ChoicePoint by wire transfer of immediately available funds to the account set forth in Section 1.3.
- 7.4 <u>Resignations of Directors and Officers</u>. The persons holding the positions of a director or officer of the Company, in office immediately prior to the Closing, have resigned from such positions in writing effective as of the Closing.

- 7.5 <u>Sublease</u>. ChoicePoint and the Company have entered into a sublease as of the date hereof pursuant to which the Company will sublease from ChoicePoint Services Inc. certain office space in Tysons Dulles Plaza II, substantially in the form attached hereto as <u>Exhibit C</u> (the "Sublease").
- 7.6 <u>Transition Services Agreement</u>. ChoicePoint and the Company have entered into a transition services agreement pursuant to which ChoicePoint will provide to the Company certain technical support, substantially in the form attached hereto as <u>Exhibit D</u> (the "<u>Transition Services Agreement</u>").
- 7.7 <u>Application Service Provider Agreement</u>. ChoicePoint and the Company have entered into an application service provider agreement pursuant to which the Company will grant to ChoicePoint a license to certain Company technology, substantially in the form attached hereto as <u>Exhibit E</u> (the "<u>ASP Agreement</u>").
- 7.8 <u>Icense Agreement</u>. The Company and have entered a license agreement pursuant to which will grant to the Company a development and deployment license, substantially in the form attached hereto as <u>Exhibit F</u>.
- 7.9 <u>Services Agreement</u>. ChoicePoint and the Company have entered into a services agreement pursuant to which the Company and ChoicePoint will provide certain support services to each other, substantially in the form attached hereto as <u>Exhibit G</u> (the "<u>Services Agreement</u>").

Section 8. <u>Indemnification</u>.

- 8.1 <u>Indemnification Obligations of ChoicePoint</u>. ChoicePoint shall indemnify, defend, and hold harmless Buyer and its successors and assigns (collectively, the "<u>Buyer Indemnified Parties</u>") from, against, and in respect of any and all Losses (as hereinafter defined) arising out of or relating to:
 - (a) any breach or inaccuracy of any representation or warranty made by ChoicePoint in Section 3 hereof (but excluding Section 3.10, which is covered in Section 9.7);
 - (b) any breach of any covenant, agreement, or undertaking made by ChoicePoint in this Agreement (but excluding Section 9, which is covered in Section 9.7); and

(c)	any breach of contra	act or alleged deficiencies in the deliverable provided
	ny pursuant to	and between
ChoicePoint In		

For purposes of this Section 8, "Loss" or "Losses" shall mean any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines, judgments, and damages whenever arising or incurred (including, without limitation, amounts paid in settlement, costs of investigation, and reasonable attorneys' and accountants' fees and expenses). The Losses

described in this Section 8.1 as to which the Buyer Indemnified Parties are entitled to indemnification are hereinafter referred to, collectively, as "Buyer Losses."

- 8.2 <u>Indemnification Obligations of Buyer</u>. Buyer shall indemnify, defend and hold harmless ChoicePoint and its successors and assigns (collectively, the "<u>ChoicePoint Indemnified Parties</u>") from, against, and in respect of any and all Losses arising out of or relating to:
 - (a) any breach or inaccuracy of any representation or warranty made by Buyer in Section 4;
 - (b) any breach of any covenant, agreement, or undertaking made by Buyer in this Agreement; and
 - (c) any liabilities relating to the conduct or operation of the Business after the Closing.

8.3 Indemnification Procedure.

Promptly after receipt by a Buyer Indemnified Party or a ChoicePoint Indemnified Party (hereinafter referred to as, collectively, an "Indemnified Party") of notice by a third party of any claim or the commencement of any action or proceeding with respect to which such Indemnified Party may be entitled to receive payment from any other party for any Losses (ignoring, for this purpose, the Threshold Amount (as hereinafter defined)), such Indemnified Party shall, within ten (10) days, notify Buyer or ChoicePoint, as the appropriate indemnifying party or representative thereof (the "Indemnifying Party"), in writing of such claim or of the commencement of such action or proceeding; provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from liability under this Agreement with respect to such claim only if, and only to the extent that, such failure to notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of any rights or defenses otherwise available to the Indemnifying Party with respect to such claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty (20) days thereafter, to assume the responsibility and defense of such action or proceeding, including the engagement of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. In the event, however, that the Indemnifying Party declines or fails to assume the responsibility and defense of the action or proceeding and to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such 20-day period, then such Indemnified Party may employ counsel to represent or defend it in any such action or proceeding, and the Indemnifying Party shall pay the reasonable fees and disbursements of such counsel as incurred; provided, however, that the Indemnifying Party shall not be required to pay the fees and disbursements of more than one counsel for all Indemnified Parties in any jurisdiction in any single action or proceeding. In any action or proceeding with respect to which indemnification is being sought hereunder, the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such action, shall have the right to participate in such litigation and to retain its own counsel at such party's own expense. The Indemnifying Party or the Indemnified Party, as the case may be, shall at

all times use reasonable efforts to keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably apprised of the status of the defense of any action, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such action.

- No Indemnified Party may settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party, unless such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party from all liability arising out of such claim and is not conditioned upon the payment of any amount by the Indemnifying Party (or for which indemnification may be sought hereunder), or does not contain or result in any restriction, interference, or condition that would apply to such Indemnifying Party or its Affiliates or to the conduct of any of their respective businesses (whether through injunctive or equitable relief or otherwise). An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless (i) the Indemnifying Party shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness thereof; (ii) the terms or effect of the settlement shall not encumber any of the assets of any Indemnified Party or any Affiliate thereof, or contain or result in any restriction, interference or condition that would apply to such Indemnified Party or its Affiliates or to the conduct of any of their respective businesses; and (iii) the Indemnifying Party shall obtain, as a condition of such settlement, a complete unconditional release of each Indemnified Party.
- (c) In the event an Indemnified Party shall claim a right to payment pursuant to this Agreement, such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party. Such notice shall specify the basis for such claim. As promptly as possible after the Indemnified Party has given such notice, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such claim (by mutual agreement or in accordance with Section 10.8 hereof) and, within five (5) business days of the final determination of the merits and amount of such claim, subject to the limitations and remaining provisions of this Section 8, the Indemnifying Party shall pay to the Indemnified Party immediately available funds in an amount, if any, equal to such claim as determined hereunder.
- 8.4 <u>Claims Period</u>. For purposes of this Agreement, a "<u>Claims Period</u>" shall be the period during which a claim for indemnification may be asserted under this Agreement by an Indemnified Party, which period shall (a) begin on the Effective Date and (b) terminate as follows:
 - (i) with respect to Losses arising under Section 8.1(a) or Section 8.2(a) hereof, the Claims Period shall terminate on the first (1st) anniversary of the Effective Date; and

(ii) with respect to all other Losses, the Claims Period shall extend indefinitely, except as limited by law (including by applicable statutes of limitations).

Notwithstanding the foregoing, if prior to the close of business on the last day of the applicable Claims Period, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

- 8.5 Threshold Amount; Limitation Amount. Notwithstanding anything to the contrary set forth in this Agreement, except as otherwise set provided in this Section 8.5, ChoicePoint shall be liable for Buyer Losses arising under Section 8.1(a) and Section 8.1(c) only to the extent that any such Losses exceed, in the aggregate, (the "Threshold Amount"), and such liability shall be only for amounts which, in the aggregate, are in excess of the Threshold Amount, and in no event shall the aggregate liability of ChoicePoint under Section 8.1(a) and Section 8.1(c) exceed (the "Limitation Amount"). Losses arising (a) under Section 8.1(a) with respect to breaches of representation and warranties of ChoicePoint in Section 3.4 (Capitalization), (b) under Section 8.1(b) or (c) pursuant to any matter constituting fraud under applicable law by ChoicePoint shall not be subject to the Threshold Amount or the Limitation Amount. Notwithstanding anything to the contrary herein, in no event shall ChoicePoint be liable for Buyer Losses in excess of the Purchase Price.
- 8.6 <u>Limitations on Indemnification</u>. Notwithstanding anything contained herein to the contrary:
 - (a) The amount of Losses to which an Indemnified Party may be entitled to be indemnified against and reimbursed for under this Section 8 shall be (i) reduced by any indemnity or other recovery under any contract between an Indemnified Party and any third party, (ii) reduced by any insurance proceeds received by an Indemnified Party with respect to such Losses, and (iii) reduced by the net present value of any tax benefits reasonably expected to be derived by an Indemnified Party as a result of such Losses. The parties shall cooperate with each other with respect to making claims under any contracts between the Company and any third parties, which contracts provide indemnification or similar rights for the benefit of the Company. Such cooperation shall include making all reasonable claims and demands against any such third parties and pursuing such claims and demands in a commercially reasonable and timely manner.
 - (b) If the Indemnifying Party makes any payment under this Section 8 with respect to any Losses, the Indemnifying Party shall be subrogated, to the extent of such payment, to the rights of the Indemnified Party against any insurer or other party with respect to such Losses, and the Indemnified Party shall assign to the Indemnifying Party any and all rights with respect to which and to the extent to which indemnification shall have been sought or made under this Agreement, and the Indemnified Party shall not take any action which directly or indirectly would affect such claims that the Indemnifying Party may have with respect thereto and shall cooperate fully with the Indemnified Party in pursuing such claims.

- (c) No Indemnifying Party shall be liable hereunder for any special, incidental, indirect or consequential damages of any kind or nature, including lost profits or loss of opportunity, except as payable in respect of a third party claim.
- (d) Attorney, consultant, and other professional fees and disbursements incurred by an Indemnified Party in connection with this Section 8 shall be reasonable and based only on time actually spent which shall be charged at no more than such professional's standard hourly rate.
- (e) If, as of the Effective Date, Buyer had any knowledge (whether through investigation or otherwise) of any fact which caused Buyer to know or reasonably believe that any of the representations or warranties of ChoicePoint contained herein were untrue or inaccurate in any respect, then such knowledge will constitute a waiver and release by Buyer of any rights it may have under this Agreement to make an indemnification claim under Section 8 or exercise any other right or remedy as a result of such representation or warranty being untrue or inaccurate because of such fact. For purposes of this Section 8.6(e), the documents and materials disclosed to Buyer or its representatives in the course of its due diligence, and their contents, are deemed to be known to Buyer.
- (f) Notwithstanding anything to the contrary herein, under no circumstances shall ChoicePoint be liable for Buyer Losses arising under Section 8.1(a) to the extent any such Losses arise out of or relate to events that occurred or circumstances that existed on or prior to March 1, 2004.
- 8.7 Exclusive Remedy. Except (a) as provided in Section 9 and (b) for a breach of any representation, warranty, or covenant as a result of any matter constituting fraud under applicable law, following the Closing, the indemnification provisions of this Section 8 shall be the exclusive remedy of the parties hereto against any other party with respect to matters arising under or in connection with this Agreement and the transactions contemplated hereby.

Section 9. Tax Matters.

9.1 Preparation and Filing of Tax Returns. ChoicePoint will prepare and timely file, or will cause to be prepared and timely filed, all Tax Returns in respect of the Company that are required to be filed after the Effective Date and (i) are Consolidated Tax Returns (as hereinafter defined) or (ii) are with respect to Income Taxes (as hereinafter defined) and are required to be filed on a separate Tax Return basis for any Tax period ending on or before the Effective Date. Buyer will prepare or cause to be prepared and will timely file or cause to be timely filed all other Tax Returns required of the Company, or in respect of its assets or activities. Any such Tax Returns that include periods ending on or before the Effective Date or that include the activities of the Company prior to the Effective Date will, insofar as they relate to the Company, be on a basis consistent with the last previous such Tax Returns filed in respect of the Company, unless ChoicePoint or Buyer, as the case may be, reasonably concludes, and notifies the other party in writing, that there is no reasonable basis for such position. Buyer will not file, and will not permit the Company to file, any amended Tax Returns for any periods for or in respect of the Company (or its assets or activities) with respect to which Buyer is not obligated to prepare or

cause to be prepared the original such Tax Returns pursuant to this Section 9.1 without the prior written consent of ChoicePoint, which consent shall not be unreasonably delayed or withheld.

9.2 Payment of Taxes.

- (a) ChoicePoint shall timely pay or cause to be paid all Income Taxes with respect to Tax Returns which ChoicePoint is obligated to prepare and file or cause to be prepared and filed pursuant to Section 9.1, except to the extent the liability for such Taxes was accrued on the Final Closing Balance Sheet. Subject to Section 9.2(b), Buyer shall pay or cause to be paid (a) all Taxes shown as due with respect to Tax Returns which Buyer is obligated to prepare and file or cause to be prepared and filed pursuant to Section 9.1 and (b) all Taxes owed by the Company other than Taxes described in the preceding sentence of this Section 9.2.
- (b) With respect to each Tax liability, calculated pursuant to the provisions of Section 9.7(d), due for a taxable period that includes (but does not end on) the Effective Date (a "Straddle Period"), ChoicePoint shall, upon receipt of a reasonably documented request from Buyer, promptly reimburse Buyer for the amount of any such Tax liability that would have been due for the Pre-Closing Tax Period (as hereinafter defined) attributable to the Company to the extent, if any, such Tax liability exceeds the sum of (i) any estimated payments, deposits or credits made or applied prior to the Effective Date and (ii) any amount accrued as a liability for such Taxes on the Final Closing Balance Sheet.
- 9.3 <u>Tax Sharing Agreements</u>. On the Effective Date, all Tax sharing agreements and arrangements between (a) the Company, on the one side, and (b) ChoicePoint or any of its subsidiaries or Affiliates, on the other side, will be terminated and have no further effect for any taxable year or period (whether a past, present or future year or period), and no additional payments will be made thereunder on or after the Effective Date in respect of a redetermination of Tax liabilities or otherwise.
- 9.4 <u>Carryforwards and Carrybacks</u>. Buyer will cause the Company to elect, where permitted by law, to carry forward any net operating loss, net capital loss, charitable contribution or other item arising after the Effective Date that could, in the absence of such an election, be carried back to a taxable period of the Company ending on or before the Effective Date in which the Company was included in a Consolidated Tax Return. Buyer hereby waives, and shall cause the Company to waive, any right to use or apply any net operating loss, net capital loss, charitable contribution or other item of the Company for any Tax year ending on any date following the Effective Date to any period of the Company ending on or before the Effective Date with respect to which the Company was included in a Consolidated Tax Return.
- 9.5 Refunds. ChoicePoint will be entitled to retain, or receive immediate payment from Buyer or any of its subsidiaries or Affiliates (including the Company) of, any refund or credit arising with respect to the Company (including refunds and credits arising by reason of amended Tax Returns filed after the Effective Date or otherwise) relating to Taxes with respect to any Tax period ending on or before the Effective Date (except to the extent such refunds or credits are reflected as an asset on the Final Closing Balance Sheet). Buyer and the Company

will be entitled to retain, or receive immediate payment from ChoicePoint of, any other refund or credit with respect to Taxes relating to the Company. Buyer and ChoicePoint will equitably apportion any refund or credit with respect to Taxes with respect to any Straddle Period. All such Tax refunds shall be paid within fifteen (15) business days of receipt.

9.6 <u>Tax Cooperation</u>. Each of Buyer and ChoicePoint will provide the other party with such information and records and make such of its representatives available as may reasonably be requested by such other party in connection with the preparation of any Tax Return or any audit or other proceeding that relates to the Company.

9.7 Tax Indemnification.

- (a) ChoicePoint will indemnify, defend and hold Buyer Indemnified Parties harmless from and against (i) all liability for Income Taxes of the Company for any taxable period that ends on or before the Effective Date and the portion of any Straddle Period ending on the Effective Date, and (ii) all liability for any breach of ChoicePoint's representations and warranties contained in Section 3.10 or ChoicePoint's covenants contained in this Section 9. Notwithstanding the foregoing and notwithstanding Section 9.2, ChoicePoint will not indemnify, defend or hold harmless any Buyer Indemnified Parties from any liability for Taxes (i) attributable to any action taken after the Closing by Buyer, any of its subsidiaries or Affiliates (including the Company), or any transferee of Buyer or any of its subsidiaries or Affiliates (other than any such action expressly required or otherwise expressly contemplated by this Agreement) (a "Buyer Tax Act"), (ii) to the extent accrued as a liability for Taxes on the Final Closing Balance Sheet, or (iii) relating to a taxable period (or portion thereof) ending on or prior to March 1, 2004.
- (b) Buyer will indemnify, defend and hold the ChoicePoint Indemnified Parties harmless from and against (i) except to the extent ChoicePoint is otherwise required to indemnify Buyer for such Tax pursuant to Section 9.7(a), all liability for Taxes of the Company for any taxable period ending after the Effective Date, (ii) all liability for Taxes attributable to a Buyer Tax Act and (iii) all liability for Taxes of the Company for any taxable period (or portion thereof) ending on or before March 1, 2004.
- (c) The obligations of the parties to indemnify, defend and hold harmless pursuant to Sections 9.7(a) and 9.7(b) will terminate upon the expiration of all applicable statutes of limitations (giving effect to any extensions thereof); provided, however, that such obligations to indemnify, defend and hold harmless will not terminate with respect to any individual item as to which an Indemnified Party shall have, before the expiration of the applicable period, previously made a claim by delivering a notice (stating in reasonable detail the basis of such claim) to the applicable Indemnifying Party.
- (d) The Taxes of the Company for the portion of any Straddle Period ending on the Effective Date shall be computed as follows:
 - (i) in the case of any Taxes other than Income Taxes, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the

Effective Date and the denominator of which is the number of days in the entire taxable period; and

- (ii) in the case of any Income Tax, be deemed equal to the amount which would be payable if the relevant taxable period ended on the Effective Date.
- (e) Any indemnity payment required to be made pursuant to this Section 9.7 will be paid within thirty (30) days after the Indemnified Party makes written demand upon the Indemnifying Party, but in no case earlier than five (5) business days prior to the date on which the relevant Taxes are required to be paid (or would be required to be paid if no such Taxes are due) to the relevant taxing authority (including estimated Tax payments).
- (f) The limitations described in Section 8.6 shall apply to tax indemnification under this Section 9.7.
- 9.8 <u>Certain Taxes and Fees</u>. All transfer, documentary, sales, use, stamp, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shared equally by ChoicePoint and Buyer.

9.9 Tax Contests.

- (a) If a claim is made by any taxing authority which, if successful, might result in an indemnity payment to any member of Buyer Indemnified Parties or the ChoicePoint Indemnified Parties pursuant to Section 9.7, the Indemnified Party will promptly notify the Indemnifying Party of such claim (a "<u>Tax Claim</u>"); <u>provided</u>, <u>however</u>, that the failure to give such notice will not affect the indemnification provided hereunder except to the extent the Indemnifying Party has actually been prejudiced as a result of such failure.
- taxable period ending on or before the Effective Date or to any other taxable period in which the Company joined in filing any Consolidated Tax Return, ChoicePoint will control all proceedings and may make all decisions in connection with such Tax Claim (including selection of counsel) and, without limiting the foregoing, may in its sole discretion pursue or forego any and all administrative appeals, proceedings, hearings and conferences with any taxing authority with respect thereto, and may, in its sole discretion, either pay the Tax claimed and sue for a refund where applicable law permits such refund suits or contest the Tax Claim in any permissible manner. Buyer will control all proceedings and may make all decisions in connection with any Tax Claim other than a Tax Claim described in the first sentence of this Section 9.8(b) or a Tax Claim described in Section 9.8(c) (including selection of counsel).
- (c) ChoicePoint and Buyer will jointly control and participate in all proceedings taken in connection with any Tax Claim relating to Income Taxes of the Company for any Straddle Period. Neither ChoicePoint nor Buyer will settle any such

Tax Claim without the prior written consent of the other (which consent shall not be unreasonably withheld).

(d) Each of Buyer, the Company and their respective Affiliates, on the one hand, and ChoicePoint and its Affiliates, on the other, will cooperate in contesting any Tax Claim, which cooperation will include the retention and (upon request) the provision to the requesting party of records and information which are reasonably relevant to such Tax Claim, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder or to testify at proceedings relating to such Tax Claim.

9.10 <u>Definitions</u>. As used in this Agreement:

- (a) "Consolidated Tax Returns" means Tax Returns which include the Company, on the one hand, and ChoicePoint or any of its subsidiaries or Affiliates (other than the Company), on the other hand; and
- (b) "Income Taxes" means all Taxes based upon, measured by, or calculated with respect to (i) net income or profits (including any capital gains, minimum taxes and any Taxes on items of tax preference, but not including sales, use, real property gains, real or personal property, gross or net receipts, transfer or other similar Taxes) or (ii) multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to is described in clause (i) of this definition.

Section 10. Miscellaneous.

10.1 <u>Notices</u>. All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, shall specify the section hereunder pursuant to which it is given or being made, and shall be delivered personally or sent by registered or certified mail or by any express mail or courier delivery service (with postage and other fees prepaid) as follows:

To ChoicePoint:

with a copy to:

To Buyer:	
with a copy to:	

or to such other representative or at such other address of a party as such party hereto may furnish to the other parties in writing. Such notice shall be effective upon the date of delivery or refusal of delivery, if sent by personal delivery, registered, certified, or express mail, or courier delivery.

- 10.2 <u>Attachments</u>. All schedules, annexes and exhibits attached hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.
- 10.3 <u>Successors in Interest</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. No party may assign this Agreement or its rights hereunder without the consent of all parties; <u>provided that</u>, ChoicePoint shall, without the obligation to obtain the consent of any other party, be entitled to assign this Agreement or all or any part of its rights hereunder to any one (1) or more of its Affiliates; <u>provide further that</u>, no such assignment shall relieve or discharge ChoicePoint of its obligations hereunder.
- 10.4 <u>Number; Gender; Currency</u>. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders. Unless otherwise expressly noted to the contrary, all references in this Agreement to "dollars" or "\$" shall mean United States dollars.
- 10.5 <u>Captions</u>. The titles, captions, and table of contents contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to sections are references to sections of this Agreement and all references to exhibits, annexes and schedules are references to exhibits, annexes and schedules to this Agreement.
- 10.6 <u>Knowledge</u>. "<u>To the knowledge of ChoicePoint</u>" or any similar phrase contained in this Agreement shall mean to the actual knowledge of those individuals listed in <u>Schedule 10.6</u> after reasonable investigation.

- and construed and enforced in accordance with the internal laws of the State of Georgia without reference to Georgia choice of law rules. This Agreement supersedes all negotiations, agreements, and understandings among the parties with respect to the subject matter hereof. This Agreement, together with any agreements entered into on or subsequent to the Effective Date, constitute the entire agreement among the parties hereto. This Agreement may not be amended, modified, or supplemented except by written agreement of Buyer and ChoicePoint. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party or its counsel having or being deemed to have structured or drafted such provision.
- Submission to Jurisdiction. Each of the parties hereto agrees that any suit, action or proceeding arising out of or relating to this Agreement, the ChoicePoint Ancillary Documents or the Buyer Ancillary Documents, their subject matter, the performance by the parties of their respective obligations with respect to this Agreement, the ChoicePoint Ancillary Documents or the Buyer Ancillary Documents or the claimed breach thereof, whether brought at law or in equity and whether based in tort, contract or otherwise, or for recognition and enforcement of any judgment in respect thereof, shall be brought by any of such parties or any of their respective successors or permitted assigns in any federal or state court located in Atlanta, Georgia, and each of such parties hereby submits with regard to any such suit, action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such suit, action or proceeding (a) any claim that it is not personally subject to the jurisdiction of such courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), (c) that the suit, action or proceeding in any such court is brought in an inconvenient forum, (d) that the venue of such suit, action or proceeding is improper, (e) that this Agreement, the ChoicePoint Ancillary Documents or the Buyer Ancillary Documents or the subject matter hereof or thereof may not be enforced in or by such courts or (f) any right to a trial by jury. Each of the parties hereto irrevocably consents to the service of process in any such proceeding by the mailing of copies thereof by certified mail, postage prepaid, to such party's address for notices under this Agreement.
- 10.9 <u>Severability</u>. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.
- 10.10 <u>Counterparts</u>. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

10.11 Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, or result in such person, firm, or corporation being deemed a third-party beneficiary of this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CHOICEPOINT GOVERNMENT SERVICES INC.

By: Wolf de Name:
Title: ____

IMD HOLDINGS, LLC

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CHOICEPOINT GOVERNMENT SERVICES INC.

IMD HOLDINGS, LLC

By: Name: Title:

TRADEMARK REEL: 004530 FRAME: 0099

RECORDED: 04/27/2011