UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-K

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

For the fiscal year ended December 31, 2005

OR

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

For the transition period from______ to ______

Commission file no. 0-14948

FISERV, INC.
(Exact name of registrant as specified in its charter)

WISCONSIN (State or other jurisdiction of incorporation or organization)	**39-1506125** (I.R.S. Employer Identification No.)
255 FISERV DRIVE, BROOKFIELD, WISCONSIN (Address of principal executive offices)	**53045** (Zip code)

Registrant's telephone number, including area code: (262) 879-5000

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

NONE
(Title of Class)

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

Common Stock, $0.01 Par Value
(Title of Class)

Preferred Stock Purchase Rights
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes x No ¨

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ¨ No x

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ¨

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. x

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):
Large accelerated filer x Accelerated filer ¨ Non-accelerated filer ¨

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ¨ No x

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of June 30, 2005: $7,816,539,003.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of February 28, 2006: 178,929,400

DOCUMENTS INCORPORATED BY REFERENCE:
2005 Annual Report to Shareholders - Parts I, II, IV
Proxy Statement for May 24, 2006 Annual Meeting of Shareholders - Part III

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December 31, 2005

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PART I

Special Note Regarding Forward-Looking Statements

Certain matters discussed in this Annual Report on Form 10-K are "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such because the context of the statement will include words such as "believes," "anticipates" or "expects," or words of similar import. Similarly, statements that describe future plans, objectives or goals of Fiserv, Inc. ("Fiserv" or the "Company") are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties, which could cause actual results to differ materially from those currently anticipated. Factors that could affect results include, among others, economic, competitive, governmental, regulatory and technological factors affecting the Company's operations, markets, services and related products, prices and other factors discussed under "Risk Factors." Shareholders, potential investors and other readers are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. Fiserv assumes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 1. Business

Fiserv provides integrated information management systems and services to the financial and health benefits industries, including transaction processing, outsourcing, business process outsourcing and software and systems solutions. The Company serves more than 17,000 clients worldwide, including banks, credit unions, financial planners and investment advisers, insurance companies and agents, self-insured employers, leasing companies, lenders, savings institutions and retailers/merchants. The Company operates centers in the United States for full-service financial data processing, software system development, item processing and check imaging, technology support and related product businesses. The Company's operations are principally domestic and in 2005 international operations constituted approximately 4% of total revenues through business support centers in Argentina, Australia, Canada, China, Colombia, Costa Rica, India, Indonesia, the Philippines, Puerto Rico, Poland, Singapore and the United Kingdom.

The Company was formed in 1984 through the combination of two major regional data processing firms that began as the data processing operations of their parent financial institutions. Historically, these firms expanded operations by developing a range of services for their parent organizations, as well as other financial institutions. Since its organization, Fiserv has grown by developing highly specialized services and product enhancements, adding new clients and acquiring firms complementing the Fiserv organization.

Business Strategy

The market for products and services offered by financial institutions undergoes continuous change. The financial industry introduces and implements new alternative lending, investment, deposit and payment products with great frequency. The distinctions among financial services traditionally offered by banking, thrift and credit union organizations as well as by securities and insurance firms continue to narrow, as traditionally different entities compete for the same ultimate customers with competitive services. Financial institutions diversify and consolidate on an ongoing basis in response to market pressures, as well as under the auspices of regulatory agencies.

Although such market changes have led to consolidations that have reduced the number of financial institutions in the United States, consolidation has not resulted in a material reduction of the number of customers or financial accounts serviced by the financial industry as a whole.

To stay competitive in this changing marketplace, financial institutions are providing their customers with a broad variety of new products and services that are typically transaction-oriented and fee-based. The growing volume and types of transactions, accounts and payment mechanisms have increased the data processing and other service requirements of these institutions. As a consequence, Fiserv believes that the financial services industry is one of the largest users of data processing products and services.

Moreover, Fiserv expects that the financial industry will continue to require significant commitments of capital and human resources to the information systems requirements, to require application of more specialized systems and to require development, maintenance and enhancement of applications software. Fiserv believes that economies of scale in data processing operations are essential to justify the required level of expenditures and commitment of human resources.

Fiserv provides financial institutions with software to run operations internally or outsource services. Many financial institutions that previously developed their own software systems and maintained their own data processing operations have outsourced their data processing requirements by licensing their software from a third-party or by contracting with third-party processors to reduce costs and enhance their products and services. Outsourcing can involve the licensing of software, which eliminates the costly technical expertise within a financial institution, or the utilization of service bureaus, facilities management or resource management capabilities. Fiserv provides all of these options to the financial industry.

In 2001, Fiserv expanded its scope of transaction processing from the financial industry to the health care industry, with the primary focus on the processing of health claims for employers that self-insure their health plans. These services include claim adjudication and payment, customer service, reporting and other related services.

In the health care market, as costs continue to rise, health plan sponsors continue to seek to reduce costs. Managed care companies and traditional third-party administrators, as well as many new niche specialty service providers, have turned their focus to broad cost-containment and related consulting needs or have sought to meet specific problems related to prescription management, health care administration or payment processing requirements. These organizations seek to assist the health plan sponsors to reduce their total healthcare costs while making themselves more operationally efficient, and by adding services to existing offerings that seek over a longer term to reduce ultimate costs and improve efficiencies. Fiserv has responded to the market demand for health care cost containment solutions by expanding its service offerings to include pharmacy benefits management, care management and subrogation services. In addition, with its acquisition of CareGain in January 2006, Fiserv has expanded its offerings to include technology and service solutions for the administration of consumer directed health plans that feature health reimbursement accounts, health savings accounts and flexible spending accounts.

Fiserv has implemented a strategy of continuing to develop new products, improving the cost effectiveness of services provided to clients, aggressively soliciting new clients and making both opportunistic and strategic acquisitions. In 2003, Fiserv acquired 12 businesses, with combined annual revenues of more than $610 million and approximately 3,200 employees. In 2004, Fiserv acquired four businesses, with combined annual revenues of more than $40 million and approximately 260 employees. In 2005, Fiserv acquired 8 businesses, with combined annual revenues of more than $100 million and approximately 520 employees. The following is a summary of acquisitions made by Fiserv since its organization.

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Acquisition History

Formed	Acquired		Company	Service
1964	July	1984	First Data Processing, Milwaukee, WI	Data processing
1971	July	1984	Sunshine State Systems, Tampa, FL	Data processing
1966	Nov.	1984	San Antonio, Inc., San Antonio, TX	Data processing
1982	Oct.	1985	Sendero Corporation, Scottsdale, AZ	Asset/liability management
1962	Oct.	1985	First Trust Corporation, Denver, CO	Retirement plans
1962	Oct.	1985	First Retirement Marketing, Denver, CO	Retirement plan marketing
1973	Jan.	1986	On-Line, Inc., Seattle, WA	Data processing, forms
1966	May	1986	First City Financial Systems, Inc., Beaumont, TX	Data processing
1962	Feb.	1987	Pamico, Inc., Milwaukee, WI	Specialized forms
1975	Apr.	1987	Midwest Commerce Data Corp., Elkhart, IN	Data processing
1969	Apr.	1987	Fidelity Financial Services, Inc., Spokane, WA	Data processing
1965	Oct.	1987	Capbanc Computer Corp., Baton Rouge, LA (sold 1991)	Data processing
1971	Feb.	1988	Minnesota On-Line Inc., Minneapolis, MN	Data processing
1965	May	1988	Citizens Financial Corporation, Cleveland, OH	Data processing
1980	May	1988	ZFC Electronic Data Services, Inc., Bowling Green, KY	Data processing
1969	June	1988	GESCO Corporation, Fresno, CA	Data processing
1967	Nov.	1988	Valley Federal Data Services, Los Angeles, CA	Data processing
1984	Dec.	1988	Northeast Savings Data Services, Hartford, CT	Data processing
1982	May	1989	Triad Software Network, Ltd., Chicago, IL (sold 1996)	Data processing
1969	Aug.	1989	Northeast Datacom, Inc., New Haven, CT	Data processing
1978	Feb.	1990	Financial Accounting Services Inc., Pittsburgh, PA	Data processing
1974	June	1990	Accurate Data On Line, Inc., Titusville, FL	Data processing
1982	June	1990	GTE EFT Services Money Network, Fresno, CA	EFT networks
1968	July	1990	First Interstate Management, Milwaukee, WI	Data processing
1982	Oct.	1990	GTE ATM Networks, Fresno, CA	EFT networks
1867	Nov.	1990	Boston Safe Deposit & Trust Co. IP services, MA	Item processing
1968	Dec.	1990	First Bank, N.A. IP services, Milwaukee, WI	Item processing
1979	Apr.	1991	Citicorp Information Resources, Inc., Stamford, CT	Data processing
1980	Apr.	1991	BMS Processing, Inc., Randolph, MA	Item processing
1979	May	1991	FHLB of Dallas IP services, Dallas, TX	Item processing
1980	Nov.	1991	FHLB of Chicago IP services, Chicago, IL	Item processing
1977	Feb.	1992	Data Holdings, Inc., Indianapolis, IN	Automated card services
1980	Feb.	1992	BMS On-Line Services, Inc. (assets), Randolph, MA	Data processing
1982	Mar.	1992	First American Information Services, St. Paul, MN	Data processing
1981	July	1992	Cadre, Inc., Avon, CT (sold 1996)	Disaster recovery
1992	July	1992	Performance Analysis, Inc., Cincinnati, OH	Asset/liability management
1986	Oct.	1992	Chase Manhattan Bank, REALM Software, NY	Asset/liability management
1984	Dec.	1992	Dakota Data Processing, Inc., Fargo, ND	Data processing
1983	Dec.	1992	Banking Group Services, Inc., Somerville, MA	Item processing
1968	Feb.	1993	Basis Information Technologies, Atlanta, GA	Data processing, EFT
1986	Mar.	1993	IPC Service Corporation (assets), Denver, CO	Item processing

Formed	Acquired		Company	Service
1973	May	1993	EDS’ FHLB Seattle (assets), Seattle, WA	Item processing
1982	June	1993	Datatronix Financial Services, San Diego, CA	Item processing
1966	July	1993	Data Line Service, Covina, CA	Data processing
1978	Nov.	1993	Financial Processors, Inc., Miami, FL	Data processing
1974	Nov.	1993	Financial Data Systems, Jacksonville, FL	Item processing
1961	Nov.	1993	Financial Institutions Outsourcing, Pittsburgh, PA	Data processing
1972	Nov.	1993	Data-Link Systems, South Bend, IN	Mortgage banking services
1985	Apr.	1994	National Embossing Company, Inc., Houston, TX	Automated card services
1962	May	1994	Boatmen’s Information Systems of Iowa, Des Moines, IA	Data processing
1981	Aug.	1994	FHLB of Atlanta IP services, Atlanta, GA	Item processing
1989	Nov.	1994	CBIS Imaging Technology Banking Unit, Maitland, FL	Imaging technology
1987	Dec.	1994	RECOM Associates, Inc., Tampa, FL (sold 1998)	Network integration
1970	Jan.	1995	Integrated Business Systems, Glendale, CA	Specialized forms
1977	Feb.	1995	BankLink, Inc., New York, NY	Cash management
1976	May	1995	Information Technology, Inc., Lincoln, NE	Software and services
1957	Aug.	1995	Lincoln Holdings, Inc., Denver, CO	DP for retirement planning
1993	Sept.	1995	SRS, Inc., Austin, TX	Data processing
1992	Sept.	1995	ALLTEL’s Document Management Services, CA, NJ	Item processing
1978	Nov.	1995	Financial Information Trust, Des Moines, IA	Data processing
1983	Jan.	1996	UniFi, Inc., Fort Lauderdale, FL	Software and services
1982	Nov.	1996	Bankers Pension Services, Inc., Tustin, CA	DP for retirement planning
1992	Apr.	1997	AdminaStar Communications, Indianapolis, IN	Laser print/mailing services
1982	May	1997	Interactive Planning Systems, Atlanta, GA	PC-based financial systems
1983				
	May	1997	BHC Financial, Inc., Philadelphia, PA (sold 2005)	Securities services
1968	Sept.	1997	FIS, Inc., Orlando, FL, and Baton Rouge, LA	Data processing
n/a	Sept.	1997	Stephens Inc. clearing business, Little Rock, AR (sold 2005)	Securities services
1986	Oct.	1997	Emerald Publications, San Diego, CA	Financial seminars and training
1968	Oct.	1997	Central Service Corp., Greensboro, NC	Data and item processing
1993	Oct.	1997	Savoy Discount Brokerage, Seattle, WA (sold 2005)	Securities services
1990	Dec.	1997	Hanifen, Imhoff Holdings, Inc., Denver, CO (sold 2005)	Securities services
1980	Jan.	1998	Automated Financial Technology, Inc., Malvern, PA	Data processing
1981	Feb.	1998	The LeMans Group, King of Prussia, PA	Automobile leasing software
n/a	Feb.	1998	PSI Group, Seattle, WA	Laser printing
1956	Apr.	1998	Network Data Processing Corporation, Cedar Rapids, IA	Insurance data processing
1977	Apr.	1998	CUSA Technologies, Inc., Salt Lake City, UT	Software and services
1982	May	1998	Specialty Insurance Service, Orange, CA	Insurance data processing
1985	Aug.	1998	Deluxe Card Services, St. Paul, MN	Automated card services
1981	Oct.	1998	FHLB of Topeka IP services, Topeka, KS	Item processing
n/a	Oct.	1998	FiCATS, Norristown, PA	Item processing
1984	Oct.	1998	Life Instructors, Inc., New Providence, NJ	Insurance/securities training
1994	Nov.	1998	ASI Financial, Inc., New Jersey and New York	PC-based financial systems
1986	Dec.	1998	The FREEDOM Group, Inc., Cedar Rapids, IA	Insurance data processing
1994	Jan.	1999	QuestPoint, Philadelphia, PA	Item processing
1981	Feb.	1999	Eldridge & Associates, Lafayette, CA	PC-based financial systems
1984	Feb.	1999	RF/Spectrum Decision Science Corporation, Oakland, CA	Software and services
1978	Mar.	1999	FIPSCO, Inc., Des Plaines, IL	Insurance marketing systems

Formed	Acquired		Company	Service
1987	Apr.	1999	Progressive Data Solutions, Inc./Infinity Software Systems, Inc., Orlando, FL	Insurance software systems
1973	June	1999	JWGenesis Clearing Corp., Boca Raton, FL (sold 2005)	Securities services
1987	June	1999	Alliance ADS, Redwood Shores, CA	Imaging technology
1962	Aug.	1999	Envision Financial Technologies, Inc., Chicago, IL	Data processing
1995	Oct.	1999	Pinehurst Analytics, Inc., Chapel Hill, NC (sold 2003)	PC-based financial systems
1982	Dec.	1999	Humanic Design Corporation, Mahwah, NJ (sold 2001)	Software and services
1983	Jan.	2000	Patterson Press, Inc., Nashville, TN	Card services
1982	May	2000	Resources Trust Company, Denver, CO	DP for retirement planning
1986	Sept.	2000	National Flood Services, Inc., Kalispell, MT	Insurance data processing
1982	Jan.	2001	Benefit Planners, Boerne, TX	Health plan management
n/a	Feb.	2001	Marshall & Ilsley IP services, IA, MN, MO	Item processing
1972	Mar.	2001	Facilities and Services Corp., Agoura Hills, Novato, CA	Insurance software systems
1991	Mar.	2001	Remarketing Services of America, Inc., Amherst, NY	Automobile leasing services
1982	July	2001	EPSIIA Corporation, Austin, TX	Data processing
1996	July	2001	Catapult Technology Limited, London, England	Software and services
1985	Sept.	2001	FHLB of Pittsburgh IP services, Pittsburgh, PA	Item processing
1959	Nov.	2001	NCR bank processing operations, Dayton, OH	Data and item processing
1972	Nov.	2001	NCSI, Rockville, MD	Insurance data processing
1940	Nov.	2001	Integrated Loan Services, Rocky Hill, CT	Lending services
1954	Nov.	2001	Trewit Inc., Minneapolis, MN	Health plan management
n/a	Nov.	2001	FACT 400 credit card solution, Bogotá, Colombia	Software and services
1991	May	2002	Case Shiller Weiss, Inc., Cambridge, MA	Lending services
1974	Aug.	2002	Investec Ernst & Company’s clearing operations, NY (sold 2005)	Securities clearing services
n/a	Nov.	2002	Willis Group’s TPA operations, Nashville, TN, Wichita, KS	Health plan management
1989	Dec.	2002	EDS Corporation’s Consumer Network Services business, Morris Plains, NJ	EFT data processing
1979	Dec.	2002	Lenders Financial Services, Agoura Hills, CA	Lending services
1989	Jan.	2003	AVIDYN, Inc., Dallas, TX	Health plan management
1982	Mar.	2003	Precision Computer Systems, Inc., Souix Falls, SD	Software and services
1998	Apr.	2003	ReliaQuote, Inc., Falls Church, VA	Insurance services
2002	May	2003	WBI Holdings Corporation, Wausau, WI	Health plan management
1994	July	2003	Electronic Data Systems Corporation’s Credit Union Industry Group business, Plano, TX	Data processing
1986	July	2003	Chase Credit Systems, Inc. and Chase Credit Research, Inc, North Hollywood, CA	Lending services
1996	Sept.	2003	Unisure, Inc., Cincinnati, OH	Insurance data processing
1996	Sept.	2003	Insurance Management Solutions Group, Inc., St. Petersburg, FL	Insurance data processing
1998	Sept.	2003	GAC Holdings Corporation, Pittsburgh, PA	Lending services
1932	Oct.	2003	Federal Home Loan Bank of Indianapolis IP services, Indianapolis, IN	Item processing
1987	Nov.	2003	MI-Assistant Software, Inc., Eleva, WI	Insurance software systems
1999	Dec.	2003	MedPay Corporation, Memphis, TN	Health plan management

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Formed	Acquired		Company	Service
1994	Jan.	2004	RegEd, Inc., Morrisville, NC	Insurance/securities training
1996	Aug.	2004	Pharmacy Fulfillment, Inc., Huntingdon Valley, PA	Health plan management
1994	Aug.	2004	Results International Systems, Inc., Worthington, OH	Insurance data processing
1998	Oct.	2004	CheckAGAIN, LLC, Herndon, VA	Item processing
2003	Mar.	2005	Del Mar Datatrac, Inc., San Diego, CA	Lending services
2003	May	2005	Emergis, Inc.'s eLending U.S. business, McLean, VA	Lending services
1993	June	2005	Interactive Technologies, Inc., Summit, NJ	Software and services
1997	June	2005	Administrative Services Group, Inc., Lexington, KY	Health plan management
1992	Aug.	2005	J.W. Hutton, Inc., St. Charles, IA	Health plan management
2000	Aug.	2005	BillMatrix Corporation, Dallas, TX	Data processing
1987	Aug.	2005	VerticalPoint, Inc., Colorado Springs, CO	Insurance software systems
2000	Nov.	2005	Xcipio, Inc., East Windsor, CT	Insurance software systems
2001	Jan.	2006	CareGain, Inc., East Windsor, NJ	Health plan management
2002	Jan.	2006	P2P Link LLC, Memphis, TN	Health plan management
2004	Feb.	2006	Wolters Kluwer, Inc.'s Securities Registration, Producer Licensing and Financial Training businesses, New York, NY	Insurance/securities training

Principal Solutions and Services

The Company provides an extensive portfolio of solutions and services to enable banking, lending, insurance, health and investment providers to deliver anywhere, anytime financial services to their customer base.

The Company's operations have been classified into three business segments. The financial institution outsourcing, systems and services business segment provides account and transaction processing systems and services to financial institutions and other financial intermediaries. The health plan management services segment provides services primarily to employers who self-insure their health plans, including services such as handling payments to healthcare providers, assisting with cost controls, plan design services, medical provider administration, prescription benefit management and other related services. The investment support services business segment provides retirement plan administration services to individual retirement plan & pension administrators, financial planners and financial institutions.

Financial information concerning the Company's industry segments is included in Note 7 to the Consolidated Financial Statements contained in the Company's Annual Report to Shareholders included in this Annual Report on Form 10-K as Exhibit 13 and such information is incorporated herein by reference.

Financial Institution Outsourcing, Systems and Services. Fiserv provides financial services and solutions that are focused on technology needs to more than 10,000 financial institutions, including banks, credit unions, leasing and finance companies, mortgage lenders and savings institutions and 2,400 insurance companies.

"Core" Solutions. Fiserv delivers "core" solutions that integrate account servicing and management information functions for its financial institution clients, as well as ancillary value-added solutions and services that complement the "core" solutions. "Core" solutions include systems to process various customer deposit and loan accounts, a financial institution's general ledgers, central information files and other financial information and include the extensive security, report generation and other features required by a financial institution to process transactions for its depositors and other customers, as well as to meet its regulatory compliance requirements and its own management information needs. "Core" solutions are offered through on-line data transmission connections to Fiserv data processing centers, often called "service bureaus", or as stand-alone, in-house licensed software for installation on client-owned computer systems.

While many clients contract to obtain all or a majority of their data processing requirements from Fiserv, the modular design of many of the Company's service bureau and software solutions allows a client to start with one application, such as a deposit system, and gradually add applications and features, as needed, developed both by Fiserv and third parties. Fiserv supports a broad range of terminals and other client-owned peripheral devices manufactured by many different vendors. This support capability reduces the client's initial conversion expenses, enhances an existing client's ability to change equipment and broadens the Company's market.

Bank and Thrift "Core" Solutions. The Company's principal service bureau solutions used by banks, thrifts and savings institutions include Fiserv VISION®, Comprehensive Banking System ("CBS") outsourcing, Information Technology, Inc. ("ITI") Premier II outsourcing, Precision Computer Systems (PCS) Vision® outsourcing and Source One. Fiserv also offers in-house licensed software solutions to its banking clients, including ITI Premier II, PCS Vision® and CBS. CBS is available both domestically and internationally through its International Comprehensive Banking System ("ICBS").

Credit Union "Core" Solutions. The principal "core" solutions offered primarily to domestic credit unions include the Summit Spectrum system and its iSpectrum system for Canada; the GALAXY Plus Credit Union System; the Users DataSafe solution; the Integrasys Premier, CUBE, CUBICS*plus* and Charlotte solutions; AFTECH Advantage®; XP Systems XP2®, several CUSA Technologies systems and CBS for credit unions in Mexico. Certain of these solutions are offered via a service bureau or as an in-house licensed software system or in both delivery modes.

Insurance "Core" Solutions. The insurance industry, like other financial industries, has requirements for basic administration services and information processing systems. Carriers, agents, distributors and third-party administrators rely on Fiserv for policy, rating, claims, billing and reinsurance administration, as well as for compliance, education and marketing support.

Fiserv offers a broad range of products and services targeted at the property & casualty and life insurance industries. These products and services include administration systems, such as PolicySTAR, Specialty and Claims Workstation for property and casualty and the Fiserv Life Insurance Solutions ID3, Life Portraits and LifeSuites systems for life, annuity and long-term care requirements. Regulatory and compliance products include DataTrax, InsuranceTrax, AdvertisingTrax, Tracker unclaimed property system and PATRIOT Manager. Financial and billing products include Annual Statement, FRS and URS reinsurance systems, FFS GL/AP and Fiserv Advanced Billing.

In the area of distribution products and services, Fiserv FSC markets various comparative rating solutions for independent insurance agents and property and casualty carriers. Emerald Publications provides marketing and sales-related materials and services to the life insurance and financial planning industry. Reliaquote is a life insurance broker targeting the term life insurance marketplace.

Additionally, complete business process outsourcing services are offered for flood insurance, and information technology outsourcing services are available for all product sets.

Complementary or Add-On Solutions. In addition to the "core" solutions, Fiserv offers complementary and back-office products and services. These products and services allow financial institutions to offer additional services to their clients such as home banking, automated teller machine access and other treasury and related services of varying complexity and sophistication, such as asset-liability modeling and cash management. Specifically, Fiserv offers solutions to its financial institution clients that allow them in turn to offer sophisticated banking services to their individual customers such as electronic funds transfer services offered by Fiserv EFT/CNS that include the ACCEL network and related ATM access services, as well as Internet banking products offered through Fiserv eSolutions and other credit union core products that allow individual bank customers to bank from home.

Fiserv also offers its financial institution clients complementary or add-on products and services that amplify the "core" solutions, such as item processing and imaging systems for the item processing needs of clients and the Fiserv Clearing Network that allows clients to more cost effectively clear both paper and imaged check to "in network" and via external clearing options such as the Federal Reserve, treasury and investment management systems, including a series of treasury management solutions sold under the BANKLINK® name and the CBS Worldwide MetaBank Portfolio Management and Investment Portfolio Accounting systems, as well as a suite of EPSIIA and Imagesoft electronic document management systems.

Finally, Fiserv has many other complementary offerings that allow its financial institution clients to improve the management and efficiency of their businesses. Such products include IPS-Sendero decision support and performance measurement systems, including SVAL, ASAP/Spectrum, DecisionServ and the VISION family of integrated software and support services that enhance a financial institution's asset/liability management and profitability measurement capabilities; the CCS suite of software including IntelligEnt call center systems and the InformEnt data warehouse utilized for data warehousing and data mining; Interactive Technologies' fee management and billing software; loan origination and tracking systems, including Fiserv Lending Solutions' software such as *easy*LENDER® and UnFi PRO Mortgage offerings; MortgageServ, the premier loan servicing platform; DelMar Database servicing the back office needs of the mortgage banking market; Fiserv Fullfilment Services providing Quickclose, valuation services, portfolio analytical services and real estate settlement services; Credstar providing credit and flood reporting services and systems; the Fiserv Auto Solutions Group providing auto leasing software products and lease maturity systems; RSA Mortgage providing private label loan origination services; credit services offered by CBS Worldwide with its FACT 400 product and by Fiserv Credit Processing Services with The *PLUS* System; and BillMatrix providing bill payment services. Fiserv also provides plastic card issuance, design, personalization and mailing services and document management products through Personix.

Fiserv offers these solutions through multiple delivery channels primarily in the United States.

Health Plan Management Services. Fiserv, through its Fiserv Health operating units, provides a variety of services for the administration of health plans to clients nationwide. These services include claim adjudication and payment, customer service, reporting and other related services. In addition to providing these services to self-funded employers, Fiserv also provides these services through outsourcing arrangements to other health plan sponsors such as insurance companies and HMO's.

Complementary and Other Products. Through the operating units described below, Fiserv also offers additional complementary services to its health plan administration customers and others:

- CareGain provides flexible and cost effective administration of consumer driven health plans.
- Avidyn Health offers care management services ranging from traditional services, such as utilization management and case management, to newer disease management, population health and prevention programs.
- Innoviant and Innoviant Pharmacy offer prescription benefit management and pharmacy mail order services.
- Third Party Solutions and Direct Comp Rx assist employers, insurers and retail pharmacies with the management and processing of workers' compensation prescriptions.
- ppoONE provides technology services to a variety of health care organizations for data management and claim repricing.

Fiserv's pharmacy benefit management ("PBM") businesses are responsible for designing, implementing and administering benefit plans aimed at reducing the cost of prescription drug use. When a prescription is presented by a member to a retail pharmacy within the PBM's network, the PBM is solely responsible for confirming member eligibility, performing drug authorization review, communicating plan provisions to the pharmacy, directing payment to the pharmacy and billing the client for the amount that the PBM is contractually obligated to pay for the prescription dispensed as specified within client contracts. Fiserv's PBMs act as a principal in the arrangement under applicable accounting guidance, Emerging Issues Task Force No. 99-19 "Reporting Gross Revenues as a Principal vs. Net as an Agent", and therefore Fiserv's revenue is deemed to be derived from prescription product sales based on payments received by the Company from its clients for prescriptions, and payments made by the Company to the network pharmacy providers are reflected as a product cost in the Company's expenses.

The Company has more than 1,700 health plan administration client relationships.

Investment Support Services. Fiserv provides a variety of administrative, custodial and processing services to individual investors, third-party retirement plan and pension administrators, investment advisors and financial planners, and other financial intermediaries. The specific products offered include securities custody, transaction processing, client reporting and retirement plan administration services. Fiserv Trust Company, Fiserv's principal trust company subsidiary, is one of the largest independent trust companies in the United States.

Specific product offerings to financial intermediaries and their clients include Advisor Services, providing trust and asset custody and back office services to investment advisers and other fee-compensated financial professionals; Financial Institution Services, providing a technology and process outsourcing and recordkeeping solution to bank trust departments; Institutional Retirement Plan Services, offering custody and electronic trading support services for daily valuation of qualified retirement plan assets; and Investment Administration Services, offering trust and custodial services that support the administration of self-directed individual retirement plans.

Discontinued Operations – Securities Clearing Services. On March 24, 2005, the Company completed the sale of its securities clearing businesses to Fidelity Global Brokerage Group, Inc. for $344.9 million paid in cash at closing, subject to certain post-closing adjustments. Prior to completion of the sale, the securities clearing businesses paid a $68.0 million cash distribution to the Company. The sales proceeds, net of related expenses, including taxes that became due upon the sale of the securities clearing businesses, approximated the Company's carrying value of its investment. The stock purchase agreement also provides for a contingent payment of up to $15.0 million to be paid after the first anniversary of the closing date based on achievement of certain revenue targets. In addition, the stock purchase agreement provided that the Company retained the liability associated with the SEC investigation of the Company's former subsidiary, Fiserv Securities, Inc. ("FSI"). In April 2005, FSI settled with the SEC on this matter for $15.0 million, which was fully accrued for in the Company's 2004 financial statements.

Also, in the third quarter of 2005, the Company received an indemnification notice under the stock purchase agreement regarding FSI's past maintenance of certain documentation related to FSI's introducing broker dealers' customers. The Company is currently investigating the merits of this matter and is unable to predict the ultimate outcome or determine whether this matter will have a material adverse impact on the Company's discontinued operations results.

Servicing the Market

The markets for Fiserv's account and transaction processing services have specific needs and requirements, with strong emphasis placed by clients on software flexibility, product quality, service reliability, comprehensiveness and integration of product lines, timely introduction of new products and features, cost effectiveness and service excellence. Through its multiple product offerings, the Company believes it successfully services these market needs and requirements for clients ranging in size from start-ups to some of the largest financial services providers.

Fiserv offers clients a selection of information management and data processing services designed to meet the specific needs of the ever-changing financial services and health plan services industries. The Company believes its financial strength and primary focus on the financial services and health plan services industries helps its business development, client service and product support teams remain responsive to the technology needs of its markets.

"The Client Comes First" is one of the Company's founding principles. It is a belief backed by a dedication to providing ongoing client service and support—no matter what size of client.

The Company believes its commitment of substantial resources to training and technical support helps it retain clients. Fiserv conducts the majority of its new and ongoing client training in its technology centers, where the Company maintains fully equipped demonstration and training facilities containing equipment used in the delivery of Fiserv services. Fiserv also provides local and on-site training services to its clients.

Product Development

To meet the changing technology needs of the clients Fiserv serves, the Company continually develops, maintains and enhances its systems. In 2005, product development expenses represented approximately 7% of the Company's total revenues.

The Fiserv network of development and financial information technology centers applies the expertise of multiple Fiserv teams to design, develop and maintain specialized processing systems around its multiple technology platforms. The applications of its account processing systems meet the preferences and diverse requirements of the various international, national, regional or local market-specific financial service environments of the Company's many clients. If the client's requirements warrant, Fiserv purchases software programs from third parties that are interfaced with existing Fiserv systems. In developing its products, Fiserv stresses interaction with and responsiveness to the needs of its clients, including customization of software to meet client needs.

Product development and integration strategy is centrally coordinated across the Company through the Fiserv Product and Technology Committee although individual business units retain discretion to formulate strategies in their individual markets. Fiserv has adopted web services and service-oriented architecture principles in its software development practices so that the Company and its clients can benefit from this technology shift, including tighter and easier software integration.

Fiserv provides dedicated solutions that are designed, developed, maintained and enhanced according to each client's goals for service quality, business development, asset and liability mix, and local market positioning as well as other user-defined parameters.

Intellectual Property

Fiserv regards its software as proprietary and utilizes a combination of trade secrecy laws, internal security practices and employee non-disclosure agreements for protection. The Company believes that legal protection of its software, while important, is less significant than the knowledge and experience of the Company's management and personnel and their ability to develop, enhance and market new products and services. The Company believes that it holds all proprietary rights necessary for the conduct of its business.

Competition

Financial Institution Outsourcing, Systems and Services. The market for information technology products and services within the financial industry is highly competitive. The Company's principal competitors include internal data processing departments, data processing affiliates of large companies or large computer hardware manufacturers, independent computer service firms and processing centers owned and operated as user cooperatives. Some of these competitors possess substantially greater financial, sales and marketing resources than the Company. Competition for in-house data processing and software departments is intensified by the efforts of computer hardware vendors who encourage the growth of internal data centers and consulting service providers who assist these departments with the design and implementation of customized software solutions.

Competitive factors for processing services include product quality, service reliability, product line comprehensiveness and integration, timely introduction of new products and features, and price. The

Company believes that it competes favorably in each of these categories. In addition, the Company believes that its position as an independent vendor, rather than as a cooperative, an affiliate of a larger corporation or a hardware vendor, is a competitive advantage.

The Company competes with vendors that offer similar transaction processing products and services to financial institutions and other financial intermediaries, including Fidelity National Information Services, Inc., Metavante Corporation, Jack Henry and Associates, Inc. and Open Solutions, Inc. There has been significant consolidation among providers of information technology products and services to financial institutions, and we believe this consolidation will continue in the future.

Health Plan Management Services. The market for the Company's health plan administrative services is highly competitive. The major competition for the Company's services comes from national and regional health insurance and managed care companies selling administrative services only. Many of the Company's competitors serve a larger number of customers with greater financial resources and proprietary products. In addition, the self-insured health plan market is typically broker-controlled, highly price sensitive and frequently placed out for competitive bid. Significant competitors of the Company include Blue Cross organizations, UnitedHealth Group, Cigna and Aetna.

Investment Support Services. Several trust companies, including Sterling Trust, PENSCO, AST Trust Company and Reliance Trust, compete with the Company in custody services for retirement account administration. In the provision of services to financial advisors, Charles Schwab & Co. and Fidelity Investments are the Company's most significant competitors.

Government Regulation

The Company's data processing subsidiaries are not directly subject to federal or state regulations specifically applicable to financial institutions such as banks, thrifts and credit unions. However, as a provider of services to these financial institutions, the Company's data processing operations are examined on a regular basis by the Federal Deposit Insurance Corporation, the Federal Reserve Bank, the National Credit Union Association, the Office of Thrift Supervision, the Office of the Comptroller of the Currency and various state regulatory authorities. In addition, independent auditors annually review many of the Company's operations to provide internal control evaluations for its clients' auditors and regulators.

The Company's subsidiaries operating as part of the Company's health plan management services segment are subject to extensive regulatory oversight at both the federal and state levels. This regulatory oversight extends from annual reporting and licensing requirements imposed by most of the states in which these companies operate and continues on to extensive regulatory compliance requirements regarding day-to-day operating policies and procedures for the various operating units. In particular, there have been increasing levels of regulation regarding privacy and security related to patients' health care information. At the federal level, the Health Insurance Portability and Accountability Act ("HIPAA") governs the privacy and security of health information and imposes an extensive set of requirements on the Company's health plan management services group, as well as its customers. HIPAA applies to a majority of the health plan management services group's operations and requires these businesses to develop sophisticated compliance policies and procedures and contracts to protect against the unauthorized use or disclosure of health information. Many states have also adopted their own statutory rules for regulating the privacy and security of patient healthcare information and such state regulation is not generally pre-empted by the federal rules unless it is clearly inconsistent with the federal requirements. In addition to state and federal regulation, various customers require periodic audits of their health plan administrators to confirm compliance with standards of performance and these subsidiaries may be required to forfeit a portion of their fees if they fail to meet the required performance levels.

As a trust company chartered under Colorado law, Fiserv Trust Company (formerly known as First Trust Corporation and Lincoln Trust Company) and Trust Industrial Bank, subsidiaries of the Company, are subject to the regulations of the Colorado Division of Banking. The Federal Deposit Insurance Corporation covers customer deposits of Fiserv Trust Company.

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Employees

Fiserv employs nearly 22,000 specialists in its information management centers and related product and service companies. This service support network includes employees with backgrounds in computer science and the financial and health industries, often complemented by management and other employees with direct experience in banks, credit unions, insurance companies and agencies, mortgage firms, savings and other financial services and health services business environments.

Fiserv employees provide expertise in sales and marketing; account management and client services; computer operations, network control and technical support; programming, software development, modification and maintenance; conversions and client training; business process outsourcing; and financial planning and related support services.

In supporting international markets, Fiserv works closely with its clients to help ensure their continued success. Fiserv employees speak the same language as their clients and also understand the differences in the style of doing business, as well as the product requirements and regulations unique to each client and its specific market.

Fiserv employees domestically are not represented by a union. There have been no work stoppages, strikes or organizational attempts. The service nature of the Fiserv business makes its employees an important corporate asset, and while the market for qualified personnel is competitive, the Company has not experienced significant difficulty with hiring or retaining its staff of top industry professionals. In assessing companies to acquire, the quality and stability of the prospective company's staff are emphasized.

Fiserv attributes its ability to attract and keep quality employees to, among other things, the Company's growth and dedication to state-of-the-art software development tools and hardware technologies.

Available Information

The Company maintains a website with the address www.fiserv.com. The Company is not including the information contained on the Company's website as a part of, or incorporating it by reference into, this Annual Report on Form 10-K. The Company makes available free of charge (other than an investor's own Internet access charges) through its website its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to these reports, as soon as reasonably practicable after the Company electronically files such material with, or furnishes such material to, the Securities and Exchange Commission.

Item 1A. Risk Factors

You should carefully consider each of the risks described below, together with all of the other information contained in this Annual Report on Form 10-K, before making an investment decision with respect to our securities. If any of the following risks develop into actual events, our business, financial condition or results from operations could be materially and adversely affected and you may lose all or part of your investment.

Our acquisition strategy subjects us to risks, including increased debt, assumption of unforeseen liabilities and difficulties in integrating operations.

A major contributor to our growth in revenues and net income since our inception has been our ability to identify, acquire and integrate similar or complementary businesses. We anticipate that we will continue to seek to acquire complementary businesses, products and services. We may not be able to identify suitable acquisition candidates in the future, which could adversely affect our future growth. Businesses we acquire may perform worse than expected or be more difficult to integrate and manage than expected, which could adversely affect our business and financial results. We may not be able to fully integrate all aspects of acquired businesses successfully or fully realize the potential benefits of bringing them together. In addition, the process of integrating these acquisitions may disrupt our business and divert our resources. These risks may arise for a number of reasons:

- We may not be able to find suitable businesses to acquire at affordable valuations or on other acceptable terms;
- We face competition for acquisitions from other potential acquirors;
- We may need to borrow more money from lenders or sell equity or debt securities to the public to finance future acquisitions and the terms of these financings may be adverse to us;
- Changes in accounting, tax, securities or other regulations could increase the difficulty or cost for us to complete acquisitions;
- We may incur unforeseen obligations or liabilities in connection with acquisitions;
- We may need to devote unanticipated financial and management resources to an acquired business;
- We may not realize expected operating efficiencies or product integration benefits from an acquisition;
- We could enter markets where we have minimal prior experience; and
- We may experience decreases in earnings as a result of non-cash impairment charges.

We operate in a competitive business environment, and if we are unable to compete effectively, our results of operations and financial condition may be adversely affected.

The market for our services is competitive. Our competitors vary in size and in the scope and breadth of the services they offer. Some of our competitors have substantial resources. Since many of our larger potential clients have historically developed their key applications in-house, we often compete against our potential clients' in-house capacities. In addition, we expect that the markets in which we compete will continue to attract new competitors and new technologies including international providers of similar products and services to ours having a lower cost basis. We cannot provide any assurance that we will be able to compete successfully against current or future competitors or that competitive pressures faced by us in the markets in which we operate will not materially adversely affect our business, financial condition and results of operations.

If we are unable to renew client contracts at favorable terms, we could lose clients and our results of operations and financial condition may be adversely affected.

Failure to achieve favorable renewals of client contracts could negatively impact our business. Our contracts with our clients for core services generally run for a period of 3-5 years in our Financial segment and provide for termination fees upon early termination. Renewal time presents our customers with the opportunity to consider other competitors or to renegotiate their contracts with us. If we are not successful in achieving high renewal rates upon favorable terms, our revenues from such renewals and the associated earnings could be negatively impacted.

If we fail to adapt our products and services to changes in technology or in the marketplace, or if our ongoing efforts to upgrade our technology are not successful, we could lose customers.

The markets for our products and services are characterized by constant technological changes, frequent introductions of new products and services and evolving industry standards. Our future success will be significantly affected by our ability to enhance our current products and services and develop and introduce new products and services that address the increasingly sophisticated needs of our clients and their customers. We may not be successful in developing, marketing and selling new products and services that meet these changing demands. In addition, we may experience difficulties that could delay or prevent the successful development, introduction and marketing of these services, or our new services and their enhancements may not adequately meet the demands of the marketplace and achieve market acceptance. We are continually engaged in significant efforts to upgrade our applications. If we are unsuccessful in completing or gaining market acceptance of our upgrade efforts, it would likely have a material adverse effect on our ability to retain existing clients or attract new ones.

Consolidation in the financial services industry could adversely affect our revenues by eliminating some of our existing and potential clients and could make us more dependent on a more limited number of clients.

There has been and continues to be merger, acquisition and consolidation activity in the financial services industry. Mergers or consolidations of financial institutions in the future could reduce the number of our clients and potential clients. If our clients merge with or are acquired by other entities that are not our clients, or that use fewer of our services, they may discontinue or reduce their use of our services. In addition, it is possible that the larger financial institutions resulting from mergers or consolidations could decide to perform in-house some or all of the services which we currently provide or could provide. Any of these developments could have a material adverse effect on our business and results of operations.

We may experience an operational failure in our outsourcing or transaction processing facilities which would harm our business and reputation.

An operational failure in our outsourcing or transaction processing facilities could cause us to lose clients. Damage or destruction that interrupts our provision of services could damage our relationship with certain clients and may cause us to incur substantial additional expense to repair or replace damaged equipment. We have installed back-up systems and procedures to prevent or reduce disruption. A prolonged interruption of our services or network that extends for more than several hours could cause us to experience data loss or a reduction in revenues by reason of such interruption. In addition, a significant interruption of service could have a negative impact on our reputation and could lead our present and potential clients to choose service providers other than us.

Our ability to compete in the health plan administration business requires us to arrange for network provider services with third parties over whom we have no control.

In order to provide administrative services to our clients who sponsor self-insured health plans, we must, in most cases, arrange for these clients to have access to a third party provider network. In any particular market, provider networks could refuse to contract with us or only do so on terms that would not allow us to compete with our competitors. If these provider networks refuse to contract with us or only do so on terms that place us at a competitive disadvantage, our ability to compete or be profitable in those areas could be adversely affected. In addition, the large, national health insurance carriers with whom we compete for administration services have their own proprietary networks which, in some instances allow them to offer our target clients access to a health care network which offers better discounts rates than we have access to, which may result in us being required to offer lower prices for administrative services in order to compete for such clients.

We may experience software defects, development delays and installation difficulties, which would harm our business and reputation and expose us to potential liability.

Our services are based on sophisticated software and computing systems, and we may encounter delays when developing new applications and services. Further, the software underlying our services has occasionally contained and may in the future contain undetected errors or defects when first introduced or when new versions are released. In addition, we may experience difficulties in installing or integrating our technologies on platforms used by our clients. Defects in our software, errors or delays in the processing of electronic transactions or other difficulties could result in interruption of business operations, delay in market acceptance, additional development and remediation costs, diversion of technical and other resources, loss of clients, negative publicity or exposure to liability claims. Although we attempt to limit our potential liability through disclaimers and limitation-of-liability provisions in our license and client agreements, we cannot be certain that these measures will be successful in limiting our liability.

We have a long sales cycle for certain of our applications and if we fail to close sales after expending significant time and resources to do so, our business, financial condition and results of operations may be adversely affected.

The implementation of our applications often involves significant capital commitments by our clients, particularly those with smaller operational scale. Potential clients generally commit significant resources to an evaluation of available software and require us to expend substantial time, effort and money educating them as to the value of our software and services. We may expend significant funds and management resources during the sales cycle and ultimately fail to close the sale. Our sales cycle may be extended due to our clients' budgetary constraints or for other reasons. If we are unsuccessful in closing sales after expending significant funds and management resources or if we experience delays, it could have a material adverse effect on our business, financial condition and results of operations.

Security breaches or computer viruses could harm our business by disrupting our delivery of services and damaging our reputation.

As part of our transaction processing businesses, we electronically receive, process, store and transmit sensitive business information of our customers. Unauthorized access to our computer systems could result in the theft or publication of confidential information or the deletion or modification of records or could otherwise cause interruptions in our operations. These concerns about security are increased when we transmit information over the Internet. Computer viruses have also been distributed and have rapidly spread over the Internet. Computer viruses could infiltrate our systems, disrupting our delivery of services and making our applications unavailable. Any inability to prevent security breaches or computer viruses could also cause existing clients to lose confidence in our systems and terminate their agreements with us and could inhibit our ability to attract new clients.

If we fail to comply with regulations imposed on providers of services to financial institutions, as a trust company or as an administrator of health services or if the national flood program is amended or substantially changed, our businesses could be harmed.

Our financial services data processing subsidiaries are not directly subject to federal or state regulations specifically applicable to financial institutions such as banks, thrifts and credit unions. However, as a provider of services to these financial institutions, our data processing operations are examined on a regular basis by various federal and state regulatory authorities.

Our health plan management services subsidiaries are subject to extensive regulatory oversight at both the federal and state levels covering licensing and other day-to-day operating policies and procedures. In addition, most of the health plan management services businesses are subject to HIPAA regulations that govern the privacy and security of health information to protect against the unauthorized use or disclosure of health information.

Our trust subsidiaries are subject to the regulations of the Colorado Division of Banking.

If we fail to comply with these regulations, we could be exposed to suits for breach of contract or to governmental proceedings, our client relationships and reputation could be harmed and we could be inhibited in our ability to obtain new clients. In addition, the future enactment of more restrictive laws or rules on the federal or state level, or, with respect to our international operations, in foreign jurisdictions on the national, provincial, state or other level, could have an adverse impact on us.

Our flood processing services business is dependant on administration of the national flood program by the U.S. government. If there should be amendments with substantive changes to the national flood program, there could be an adverse impact on our revenues or costs of doing business.

Misappropriation of our intellectual property and proprietary rights could impair our competitive position.

Our ability to compete depends upon proprietary systems and technology. We actively seek to protect our proprietary rights. Nevertheless, unauthorized parties may attempt to copy aspects of our services or to obtain and use information that we regard as proprietary. Policing unauthorized use of our proprietary rights is difficult. The steps we have taken may not prevent misappropriation of technology. Agreements entered into for that purpose may not be enforceable. Effective patent, trademark, service mark, copyright and trade secret protection may not be available in every country in which our applications and services are made available. Misappropriation of our intellectual property or potential litigation concerning such matters could have a material adverse effect on our results of operations or financial condition.

If our applications or services are found to infringe the proprietary rights of others, we may be required to change our business practices and may also become subject to significant costs and monetary penalties.

As our information technology applications and services develop, we may become increasingly subject to infringement claims. Any claims, whether with or without merit, could:

- be expensive and time-consuming to defend;
- cause us to cease making, licensing or using applications that incorporate the challenged intellectual property;
- require us to redesign our applications, if feasible;
- divert management’s attention and resources; and
- require us to enter into royalty or licensing agreements to obtain the right to use necessary technologies.

Third parties may assert infringement claims against us in the future with respect to our current or future applications and services.

Item 1B. Unresolved Staff Comments

Not applicable.

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Item 2. Properties

Fiserv currently operates full-service data centers, software system development centers and item processing and back-office support centers in over 150 cities. The Company owns 13 facilities; all other buildings in which centers are located are subject to leases expiring through 2006 and beyond. In addition, the Company maintains its own national data communication network consisting of communications processors and leased lines.

Fiserv believes its facilities and equipment are generally well maintained and are in good operating condition. The Company believes that the computer equipment it owns and its various facilities are adequate for its present and foreseeable business. Fiserv periodically upgrades its mainframe capability as needed. Fiserv maintains its own and contracts with multiple sites to provide processing back-up in the event of a disaster and maintains duplicate tapes of data collected and software used in its business in locations away from the Company's facilities.

Item 3. Legal Proceedings

In the normal course of business, the Company and its subsidiaries are named as defendants in various lawsuits in which claims are asserted against the Company. In the opinion of management, the liabilities, if any, which may ultimately result from such lawsuits are not expected to have a material adverse effect on the consolidated financial statements of the Company.

Item 4. Submission of Matters to a Vote of Security Holders

During the fourth quarter of the fiscal year covered by this report, no matter was submitted to a vote of security holders of the Company.

Executive Officers of the Registrant

The executive officers of the Company as of March 15, 2006, together with their ages, positions and business experience are described below:

Name	Age	Position
Jeffery W. Yabuki	46	President and Chief Executive Officer
Kenneth R. Jensen	62	Senior Executive Vice President, Chief Financial Officer and Treasurer
Norman J. Balthasar	59	Senior Executive Vice President and Chief Operating Officer
James W. Cox	42	Group President, Health Solutions
Patrick C. Foy	51	Group President, Bank Servicing
Michael D. Gantt	54	Group President, Bank Systems
Thomas A. Neill	57	Group President, Credit Union & Industry Products
Dean C. Schmelzer	55	Group President, Marketing & Sales
Charles W. Sprague	56	Executive Vice President, General Counsel, Chief Administrative Officer and Secretary

Mr. Yabuki has been President, Chief Executive Officer and a Director of the Company since December 1, 2005. Previously, Mr. Yabuki served as Executive Vice President and Chief Operating Officer for H&R Block, Inc. from 2002 to 2005; from 2001 to 2002, he served as Executive Vice President of H&R Block; and from 1999 to 2001, he served as the President of H&R Block International. From 1987 to 1999, Mr. Yabuki held various executive positions with American Express Company, including President and Chief Executive Officer of American Express Tax and Business Services, Inc.

Mr. Jensen has been Executive Vice President, Chief Financial Officer, Treasurer, Assistant Secretary and a Director of the Company since it was established in 1984. He was named Senior Executive Vice President in 1986. On November 7, 2005, the Company announced that Mr. Jensen plans to retire in approximately nine months from the date of such announcement.

Mr. Balthasar was named Senior Executive Vice President and Chief Operating Officer of the Company in October 2002. He was President and Chief Operating Officer of the Fiserv Financial Institution Group from 2000 to 2002. He served as Corporate Executive Vice President and President of the Savings and Community Bank Group from 1996 to 1999, when he was named President and Chief Operating Officer of the Fiserv Financial Institution Outsourcing Group. Mr. Balthasar has been with Fiserv and its predecessor company since 1974. Mr. Balthasar plans to retire in 2008.

Mr. Cox was named President of the Health Solutions Group of the Company in April 2003. He joined Fiserv in November 2001 with the acquisition of Trewit, Inc., where he was President. Prior to joining Trewit, Mr. Cox was partner in Lund Koehler Cox & Arkema, a public accounting and consulting firm.

Mr. Foy was named President of the Bank Servicing Group of the Company in October 2002. He joined Fiserv in 2001 as President of the Direct Banking Division. Previously he was founder and CEO of Login & Learn, Inc. From 1978 to 1999, he was with M&I Data Services (Metavante) in a number of management positions, serving as President of the Outsourcing Business Group from 1995 to 1999.

Mr. Gantt was named President of the Bank Systems Group of the Company in August 2004. He was Chairman, President and Chief Executive Officer of Ephinay Corporation from 2003 to 2004. He served as President of the Fiserv Insurance Solutions Group from 2001 to 2003. He initially joined Fiserv in 2000 and served as Executive Vice President and Chief Operating Officer of the Insurance Solutions Group. Prior to joining Fiserv, he was Senior Vice President and Group Manager for Policy Management Systems Corporation’s Claims and Risk Management Group.

Mr. Neill was named President of the Credit Union and Industry Products Group of the Company in October 2000. He was President of the Products and Services Division and Group President of the Industry Products and Services Group of the Company from 1993 to 2000.

Mr. Schmelzer was named Group President, Marketing and Sales in February 2002. He served as Corporate Executive Vice President, Marketing and Sales for the Company from 1992 to 2002. Prior to joining Fiserv, he was Director of Commercial Analysis for IBM.

Mr. Sprague has been Corporate Executive Vice President, General Counsel and Secretary since 1994 and Chief Administrative Officer of the Company since 1999. He has been involved with the Company’s corporate and legal concerns since it was formed in 1984.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Certain information required by this item is incorporated by reference to the information pertaining thereto set forth under the captions "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources" and "Management's Discussion and Analysis of Financial Condition and Results of Operations – Market Price Information" in the Company's 2005 Annual Report to Shareholders (the "Annual Report").

The table below sets forth information with respect to purchases made by or on behalf of the Company or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934) of shares of Company common stock during the three months ended December 31, 2005.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
October 1 - 31, 2005	1,524,545	$ 44.15	1,524,545	5,911,785
November 1 - 30, 2005	1,335,500	$ 44.97	1,335,500	4,576,285
December 1 - 31, 2005	1,525,000	$ 43.75	1,525,000	3,051,285
Total	4,385,045	$ 44.26	4,385,045	

(1) In July 2005, the Company's Board of Directors authorized the repurchase of 10.0 million shares of the Company's common stock. As of December 31, 2005, the Company had the authority to repurchase 3,051,285 shares under that program. On February 21, 2006, the Board of Directors authorized the repurchase of up to 10.0 million additional shares of the Company's common stock. The repurchase authorizations do not expire.

Item 6. Selected Financial Data

The information required by this item is incorporated by reference to the information set forth under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations – Selected Financial Data" in the Annual Report.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information required by this item is incorporated by reference to the information set forth under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Annual Report.

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Item 7A. Quantitative and Qualitative Disclosures about Market Risk

The information required by this item is incorporated by reference to the information set forth under the caption “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Market Risk” in the Annual Report.

Item 8. Financial Statements and Supplementary Data

The information required by this item is incorporated by reference to the information set forth under the captions “Consolidated Statements of Income,” “Consolidated Balance Sheets,” “Consolidated Statements of Shareholders’ Equity,” “Consolidated Statements of Cash Flows,” “Notes to Consolidated Financial Statements,” “Quarterly Financial Information” and “Report of Independent Registered Public Accounting Firm” in the Annual Report.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934 (the “Exchange Act”), management, with the participation of the Company’s chief executive officer and chief financial officer, evaluated the design and operation of the Company’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on this evaluation, the Company’s chief executive officer and chief financial officer concluded that the Company’s disclosure controls and procedures were effective as of December 31, 2005.

Management’s Annual Report on Internal Control Over Financial Reporting

The report of management required under this Item 9A is contained under the caption “Management’s Annual Report on Internal Control Over Financial Reporting” in the Annual Report.

Attestation Report of Registered Public Accounting Firm

The attestation report required under this Item 9A is contained under the caption “Report of Independent Registered Public Accounting Firm” in the Annual Report.

Changes in Internal Controls Over Financial Reporting

There was no change in the Company’s internal control over financial reporting that occurred during the quarter ended December 31, 2005, that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

Item 9B. Other Information

Not applicable.

PART III

Item 10. Directors and Executive Officers of the Registrant

The information required by this item with respect to directors is incorporated by reference to the information set forth under the captions "Matter 1. Election of Directors," "Information with Respect to Continuing Directors," "Meetings of the Board of Directors and Committees of the Board of Directors," "Nominations of Directors" and "Communications with Board of Directors" in the definitive Proxy Statement for the Company's 2006 annual meeting of shareholders (the "Proxy Statement"). The information required by this item with respect to executive officers appears at the end of Part I of this Form 10-K. The information required by this item with respect to compliance with Section 16(a) of the Securities Exchange Act of 1934 by directors and officers is incorporated by reference to the information set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement.

The Company has adopted a Code of Conduct that applies to all of the Company's Directors and employees, including the Company's Chief Executive Officer, Chief Financial Officer, Controller and other persons performing similar functions. The Company has posted a copy of the Code of Conduct on the "Company/Board of Directors" section of its website at www.fiserv.com. The Company intends to satisfy the disclosure requirements under Item 5.05 of Form 8-K regarding amendments to, or waivers from, the Code of Conduct by posting such information on the "Company/Board of Directors" section of its website at www.fiserv.com. The Company is not including the information contained on its website as part of, or incorporating it by reference into, this report.

Item 11. Executive Compensation

The information required by this item is incorporated herein by reference to the information set forth under the captions "Compensation of Directors," "Compensation of Executive Officers," "Agreements with Executive Officers" and "Stock Price Performance Graph" in the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

See the information under the captions "Security Ownership by Certain Beneficial Owners and Management" and "Equity Compensation Stock Plan Information" in the Proxy Statement.

Item 13. Certain Relationships and Related Transactions

Not applicable.

Item 14. Principal Accounting Fees and Services

The information required by this item is incorporated herein by reference to the information set forth under the caption "Matter 2. Ratification of the Selection of Deloitte & Touche LLP as the Independent Registered Public Accounting Firm of the Company for 2006" in the Proxy Statement.

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PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) (1) Financial Statements:

The consolidated financial statements of the Company as of December 31, 2005 and 2004 and for each of the three years in the period ended December 31, 2005, together with the report thereon of Deloitte & Touche LLP, dated March 13, 2006, appear on pages 17 through 47 of the Company's Annual Report to Shareholders and Exhibit 13 to this Annual Report on Form 10-K, and are incorporated herein by reference.

(a) (2) Financial Statement Schedule:

The following financial statement schedule of the Company and related Report of Independent Registered Public Accounting Firm are included in this Annual Report on Form 10-K:

	Page
Report of Independent Registered Public Accounting Firm	24
Schedule II–Valuation and Qualifying Accounts	24

All other schedules are omitted because they are not applicable or the required information is shown in the consolidated financial statements or notes thereto.

(b) Exhibits:

The exhibits listed in the accompanying exhibit index are filed as part of this Annual Report on Form 10-K.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 15, 2006.

FISERV, INC.

By /s/ Jeffery W. Yabuki
Jeffery W. Yabuki
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following person on behalf of the registrant and in the capacities indicated on March 15, 2006.

Signature	Capacity
/s/ Donald F. Dillon Donald F. Dillon	Chairman of the Board
/s/ Jeffery W. Yabuki Jeffery W. Yabuki	Director, President and Chief Executive Officer (Principal Executive Officer)
/s/ Kenneth R. Jensen Kenneth R. Jensen	Director, Senior Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)
/s/ Daniel P. Kearney Daniel P. Kearney	Director
/s/ Gerald J. Levy Gerald J. Levy	Director
/s/ Leslie M. Muma Leslie M. Muma	Director
/s/ Glenn M. Renwick Glenn M. Renwick	Director
/s/ Kim M. Robak Kim M. Robak	Director
/s/ L. William Seidman L. William Seidman	Director
/s/ Thomas C. Wertheimer Thomas C. Wertheimer	Director

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Fiserv, Inc.:

We have audited the consolidated financial statements of Fiserv, Inc. and subsidiaries (the "Company") as of December 31, 2005 and 2004, and for each of the three years in the period ended December 31, 2005, management's assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2005, and the effectiveness of the Company's internal control over financial reporting as of December 31, 2005, and have issued our reports thereon dated March 13, 2006 (which report on the consolidated financial statements expresses an unqualified opinion and includes an explanatory paragraph relating to revisions to the income statement and statement of cash flows presentation as described in Note 1). Our audits also included the consolidated financial statement schedule of the Company listed in the accompanying index at Item 15. This consolidated financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ Deloitte & Touche LLP

Deloitte & Touche LLP
Milwaukee, Wisconsin
March 13, 2006

SCHEDULE II
Valuation and Qualifying Accounts

Allowance for Doubtful Accounts

Year Ended December 31,	Beginning Balance	Charged to Expense (1)	Write-offs (1)	Acquired Allowance	Balance
2005	$ 29,521,000	34,734,000	(30,855,000)	144,000	33,545,000
2004	25,884,000	20,592,000	(19,357,000)	2,402,000	29,521,000
2003	13,168,000	5,089,000	(4,479,000)	12,106,000(1)	25,884,000

(1) The increase in 2005 and 2004 in bad debt expense and write-offs was primarily attributable to acquisitions in the Company's Health Plan Management Services segment in 2003.

EXHIBIT INDEX

Exhibit Number	Exhibit Description
3.1	Restated Articles of Incorporation, as amended (filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K dated February 28, 2000, and incorporated herein by reference (File No. 000-14948)).
3.2	By-laws, as amended and restated (filed as Exhibit 3.2 to the Company's Annual Report on Form 10-K dated February 27, 2004, and incorporated herein by reference (File No. 000-14948)).
4.1	Shareholder Rights Agreement (filed as Exhibit 4 to the Company's Current Report on Form 8-K dated February 23, 1998, and incorporated herein by reference (File No. 000-14948)).
4.2	First Amendment to the Shareholder Rights Agreement (filed as Exhibit 4.3 to the Company's Form S-8 dated April 7, 2000, and incorporated herein by reference (File No. 333-34310)).
4.3	Second Amendment to the Shareholder Rights Agreement (filed as Exhibit 4.6 to the Company's Form 10-K dated February 27, 2001, and incorporated herein by reference (File No. 000-14948)).
	Pursuant to Item 601(b)(4)(iii) of Regulation S-K, the Company agrees to furnish to the Securities and Exchange Commission, upon request, any instrument defining the rights of holders of long-term debt that is not filed as an exhibit to this Form 10-K.
10.1	Fiserv, Inc. Stock Option and Restricted Stock Plan, as amended and restated (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K dated April 6, 2005 and incorporated herein by reference (File No. 000-14948)).
10.2	Fiserv, Inc. Executive Incentive Compensation Plan, as amended and restated (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated April 6, 2005 and incorporated herein by reference (File No. 000-14948)).
10.3	Form of Key Executive Employment and Severance Agreement, between Fiserv, Inc. and each of Leslie M. Muma, Kenneth R. Jensen and Norman J. Balthasar (filed as Exhibit 10.3 to the Company's Form 10-K dated February 27, 2002 and incorporated herein by reference (File No. 000-14948)).
10.4	Form of Key Executive Employment and Severance Agreement, between Fiserv, Inc. and each of Robert H. Beriault, James W. Cox, Douglas J. Craft, Mark J. Damico, Patrick C. Foy, Michael D. Gantt, Thomas A. Neill, James C. Puzniak, Dean C. Schmelzer, Gordon S. Schroeder, Charles W. Sprague and Terence R. Wade (filed as Exhibit 10.4 to the Company's Form 10-K dated February 27, 2002 and incorporated herein by reference (File No. 000-14948)).
10.5	Fiserv Inc. Fee Schedule for Non-employee Directors (filed as Item 1.01 to the Company's Current Report on Form 8-K dated February 16, 2005, and incorporated herein by reference (File No. 000-14948)).
10.6	Form of Director Restricted Stock Agreement under the Fiserv, Inc. Stock Option and Restricted Stock Plan (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q dated October 22, 2004 and incorporated herein by reference (File No. 000-14948)).

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EXHIBIT INDEX ***(continued)***

Exhibit Number	Exhibit Description
10.7	Form of Employee Non-Qualified Stock Option Agreement for Employee Directors under the Stock Option and Restricted Stock Plan (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q dated October 22, 2004 and incorporated herein by reference (File No. 000-14948)).
10.8	Form of Employee Non-Qualified Stock Option Agreement for Outside Directors under the Stock Option and Restricted Stock Plan (filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q dated October 22, 2004 and incorporated herein by reference (File No. 000-14948)).
10.9	Form of Employee Non-Qualified Stock Option Agreement for Senior Management under the Stock Option and Restricted Stock Plan.
10.10	Form of Employee Restricted Stock Agreement under the Fiserv, Inc. Stock Option and Restricted Stock Plan.
10.11	Employment Agreement, dated October 1, 2005, among Fiserv, Inc., Fiserv Mercosur, Inc. and Arun Maheshwari.
10.12	Key Executive Employment and Severance Agreement, dated October 1, 2005 between Fiserv, Inc. and Arun Maheshwari.
10.13	Employment Agreement, dated November 7, 2005, between Fiserv, Inc. and Jeffery W. Yabuki (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
10.14	Employee Non-Qualified Stock Option Agreement, dated November 7, 2005, between Fiserv, Inc. and Jeffery W. Yabuki (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
10.15	Employee Non-Qualified Stock Option Agreement, dated November 7, 2005, between Fiserv, Inc. and Jeffery W. Yabuki (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
10.16	Employee Restricted Stock Agreement, dated November 7, 2005, between Fiserv, Inc. and Jeffery W. Yabuki (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
10.17	Key Executive Employment and Severance Agreement, dated November 7, 2005, between Fiserv, Inc. and Jeffery W. Yabuki (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).

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EXHIBIT INDEX ***(continued)***

Exhibit Number	Exhibit Description
10.18	Retention Agreement, dated November 7, 2005, between Fiserv, Inc. and Leslie M. Muma (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
10.19	Retention Agreement, dated November 7, 2005, between Fiserv, Inc. and Norman J. Balthasar (filed as Exhibit 10.7 to the Company's Current Report on Form 8-K dated November 7, 2005 and incorporated herein by reference (File No. 000-14948)).
13	2005 Annual Report to Shareholders (to the extent incorporated by reference herein).
21	List of Subsidiaries of the Registrant.
23	Independent Registered Public Accounting Firm's Consent.
31.1	Certification of the Chief Executive Officer, dated March 15, 2006.
31.2	Certification of the Chief Financial Officer, dated March 15, 2006.
32	Written Statement of the Chief Executive Officer and Chief Financial Officer, dated March 15, 2006.

EXHIBIT 10.9

SENIOR MANAGEMENT

FISERV, INC.

EMPLOYEE NON-QUALIFIED STOCK OPTION AGREEMENT

Employee/Optionee: **[FIRST NAME][LAST NAME]** Date: **[DATE]**

Number of Shares of Common Stock Subject To This Agreement: **[SHARES]**

Pursuant to the Fiserv, Inc. Stock Option and Restricted Stock Plan (the "Plan"), the Compensation Committee of the Board of Directors (the "Committee") of Fiserv, Inc. (the "Company") has granted to you on this date an option (the "Option") to purchase the number of shares of the Company's Common Stock, $.01 par value (the "Common Stock"), set forth above. Such number of shares (as such may be adjusted as described in Section 9(a) below) is herein referred to as the "Option Shares". The terms and conditions of the Option are set out below.

The Option is intended to be (and will be treated as) a "non-qualified stock option" for Federal income tax purposes. The Option will not be treated either by you or the Company as an "incentive stock option", as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

1. **Date of Grant**. This Option is granted to you on the date first above written (the "Date of Grant").
2. **Termination of Option**. Your right to exercise this Option (and to purchase the Option Shares) shall expire and terminate in all events on the earlier of (a) the close of business on the tenth anniversary of the Date of Grant, or (b) the date provided in Section 6 hereof.
3. **Option Price**. The purchase price to be paid upon the exercise of this Option will be **[PRICE]** per share, being at least equal to the fair market value of such shares on the date hereof.
4. **Provisions Relating to Exercise**.

   (a) Commencing on **[VESTING DATE]** you will become entitled to exercise this Option with respect to 20% of the Option Shares. Commencing on each of the four succeeding anniversaries of **[VESTING DATE]**, you will become entitled to exercise this Option with respect to an additional 20% of the Option Shares.

   (b) Once you become entitled to exercise any part of this Option (and purchase Option Shares) as provided in Section 4(a) hereof, that right will continue until the date on which this Option expires and terminates pursuant to Section 2 hereof. The right to purchase Option Shares under this Option is cumulative, so that if the full number of Option Shares purchasable in a period shall not be purchased, the balance may be purchased at any time or from time to time thereafter during the term of the Option.

(c) The Committee, in its sole discretion, may at any time accelerate the time at which this Option first becomes exercisable by you with respect to any Option Shares.

(d) Notwithstanding any other provision in this Option Agreement, you agree that during the term of your employment with the Company or any Subsidiary, and for a period of 12 months thereafter, you will not, directly or indirectly, on your behalf or on behalf of any other individual, association or entity, as agent or otherwise:

(i) contact any of the clients of any Fiserv Group Company (or hereinafter defined) for whom you directly performed any services or had any direct business contact for the purpose of soliciting business or inducing such client to acquire any product or service that at any time during the term of this Agreement is provided or under development by the Fiserv Group Company for whom you directly performed any services from any entity other than a Fiserv Group Company;

(ii) contact any of the clients or prospective clients of any Fiserv Group Company whose identity or other client specific information you discovered or gained access to as a result of your access to any Fiserv Group Company’s confidential information for the purpose of soliciting or inducing any of such clients or prospective clients to acquire any project or service that at any time during the term of this Agreement is provided or under development by the Fiserv Group Company to whose confidential information you had access from any entity other than a Fiserv Group Company;

(iii) use any Fiserv Group Company’s confidential information to solicit, influence or encourage any clients or potential clients of any Fiserv Group Company to divert or direct their business to you or any other person, association or entity by or with whom you are employed, associated, engaged as agent or otherwise affiliated; or

(iv) encourage, induce or entice any employee of any Fiserv Group Company with access to or possession of confidential information of any Fiserv Group Company to leave any Fiserv Group Company’s employment where it is reasonably likely that such employee will use such confidential information to solicit, influence or encourage clients or potential clients of such Fiserv Group Company to divert or direct their business to you or any other person, association or entity by or with whom such employee will become employed, associated, engaged as agent or otherwise affiliated.

You expressly acknowledge that damages alone may not be an adequate remedy for any breach by you of the covenants or agreements set forth in this Section 4(d) and that the Company, in addition to any other remedies it may have, shall be entitled to seek injunctive relief, including specific performance, with respect to any actual or threatened breach by you of any said covenants and your right to exercise this Option shall terminate immediately. "Fiserv Group Company" means the company and any "affiliate" company (within the meaning of Rule 405 under the Securities Act of 1933).

(e) The Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred part of the Option at any time if you are not in compliance with all applicable provisions of this Agreement and the Plan, or if you engage in any of the activities listed in Section 4(d). In addition, failure to comply with the provisions of Section 4(d) prior to and during the 12 months after any exercise, payment or delivery of Option Shares pursuant to all or any part of this Option shall cause such exercise, payment or delivery to be rescinded. Notwithstanding the foregoing, the remedies and damages available to the Company in the event of a failure to comply with the provisions of Section 4(d) are not limited by this Section 4(e). The Company will notify you in writing of any such rescission within 24 months after such exercise, payment or delivery. Within 10 days after receiving such notice from the Company, you will pay to the Company, as a result of the rescinded exercise, payment or delivery of Option Shares, an amount equal to the difference between the fair market value of such Option Shares on the date of exercise and the amount you paid to obtain such Option Shares.

5. **Exercise of Option**. To exercise the Option, you must complete the transaction through our administrative agent's website at www.netbenefits.fidelity.com or call their toll free number at 1-800-544-9354 or contact the Company at its then principal office (presently 255 Fiserv Drive, Brookfield, WI 53045, Attn: Corporate Finance), specifying the number of Option Shares being purchased as a result of such exercise, together with payment of the full option price for the Option Shares being purchased. Payment of the option price must be made in accordance with the Plan. In no event may a fraction of a share be exercised or acquired.

6. **Termination of Employment**.

(a) In the event that you are no longer a full-time employee of either the Company or any Subsidiary of the Company for any reason, including that the Subsidiary ceases to be a Subsidiary, this Option may be exercised to the same extent that you were entitled to exercise this Option on the date you ceased to be a full-time employee, and had not previously done so, and the remaining Option Shares that are not vested under Section 4(a) may be exercised as follows:

Minimum Age When No Longer a Full-Time Employee	Reason No Longer A Full-Time Employee	Minimum Years of Service	Remaining Option Shares that are Exercisable
Not applicable	Death or Disability	6	20%
		7	40%
		8	60%
		9	80%
		10	100%
55	Retirement	25	100%
62	Retirement	6	20%
		7	40%
		8	60%
		9	80%
		10	100%
65	Retirement	0	100%
All other combinations of minimum age, reason and minimum years of service			0%

If you are no longer a full-time employee by reasons of death, "disability" (within the meaning of Section 22(e)(3) of the code), retirement at age 55 or older with 25 years of service, retirement at age 62 or older with 10 years of service, or retirement at age 65 or older, you are (or in the event of your death or disability resulting in judicial appointment of a guardian ad litem, administrator or other legal representative, the executor or administrator of your estate, any person who shall have acquired the Option through bequest or inheritance or such guardian ad litem, administrator or other legal representative is) entitled to exercise this Option per the terms contained herein within one year after you are no longer a full-time employee. Otherwise, you are (or such guardian ad litem, administrator or other legal representative is) entitled to exercise this Option per the terms contained herein within one month after you are no longer a full-time employee. If you die within such exercise periods, your executor or the administrator of your estate or beneficiary may exercise this Option within one year after your death.

(b) Notwithstanding any provision contained in this Section 6 to the contrary, in no event may this Option be exercised to any extent by anyone after the tenth anniversary of the Date of Grant.

(c) Notwithstanding the foregoing, in the event that your employment was terminated either for cause or without the consent of the Company, this Option shall terminate immediately.

(d) If a Change of Control of the Company occurs and the Board of Directors does not, for any reason, act under the provisions of Subsection 9.3 of the Plan, this Option shall become fully vested and exercisable with respect to all Option Shares covered by this Option and, to the extent not previously exercised in whole or in part, all Option Shares shall, unless otherwise determined by the Committee in its sole discretion at or after grant but prior to any Change of Control, be cashed out on the basis of the Change of Control Price (as hereinafter defined) as of the date such Change of Control is determined to have occurred. Cash payment shall be effected to you within 60 days of the date such Change of Control is determined to have taken place. The "Change of Control Price" shall mean the highest price per share paid in any transaction reported on the NASDAQ, or paid or offered in any bona fide transaction related to a Change of Control, at any time during the 60-day period immediately preceding the occurrence of the Change of Control, in each case as determined by the Committee.

(e) If a Change of Control of the Company has occurred and the Board of Directors has: (i) made provisions for the continuation of this Option, (ii) reached an agreement with the acquiring or surviving entity that the acquiring or surviving entity will assume the obligation of the Company under this Option or (iii) reached an agreement with the acquiring or surviving entity that the acquiring or surviving entity will convert each Option into an option of at least equal value, determined as of the date of the transaction, to purchase stock of the acquiring or surviving entity, and if you are terminated without cause or you terminate your employment for Good Reason (as hereinafter defined) within 12 months following the occurrence of the Change of Control, notwithstanding the provisions of Section 6(c) of this Option with respect to termination of employment without consent of the Company, this Option shall become fully vested and exercisable with respect to all Option Shares covered by this Option as of the time immediately prior to such termination of employment and notwithstanding any other provision hereof (except Section 6(b)), this Option shall become exercisable by you for 30 days following such termination and the provisions of Section 4(d)(i) and (iv) shall cease immediately to apply. For purposes of this Agreement, "Good Reason" shall mean your suffering any of the following events without your consent: (x) significant or material lessening of your responsibilities; (y) a reduction in your annual base salary or a material reduction in the level of incentive compensation for which you have been eligible during the two years immediately prior to the occurrence of the Change of Control and/or a material adverse change in the conditions governing receipt of such incentive compensation from those that prevailed prior to the occurrence of the Change of Control; or (z) the Company's requiring you to be based anywhere other than within 50 miles of your place of employment at the time of the occurrence of the Change of Control, except for reasonably required travel to an extent substantially consistent with your business travel obligations.

7. **Securities Representations**. You acknowledge receipt of the Prospectus under the Registration Statement on Form S-8 (Registration No. 333-34310) with respect to the

Plan filed by the Company with the Securities and Exchange Commission. You understand that if you are an officer, director, 10% shareholder or are otherwise an "affiliate" (within the meaning of Rule 405 under the Securities Act of 1933) of the Company, you may not re-sell any shares acquired pursuant to the exercise of this Option except pursuant to a Registration Statement meeting the requirements of the Securities Act of 1933 or an exemption from the registration requirements of such Act. You represent and agree that you will comply with all applicable laws relating to the Plan and the grant and exercise of this Option and the disposition of the Option Shares, including without limitation federal and state securities and "blue sky" laws.

The Company may affix appropriate legends upon the certificates for the Option Shares and may issue such "stop transfer" instructions to its transfer agent in respect of such shares as it determines, in its discretion, to be necessary or appropriate to (a) prevent a violation of, or to perfect an exemption from, the registration requirements of the Securities Act, or (b) implement the provisions of the Plan or any agreement between the Company and you with respect to such Option Shares.

8. **Tax Representations**. You represent and warrant that you understand the Federal, state and local income tax consequences of the granting of this Option to you, the exercise of this Option and purchase of Option Shares and the subsequent sale or other disposition of any Option Shares. In addition, you understand and agree that, when you exercise the Option and thereby realize gross income (if any) taxable as compensation in respect of such exercise, the Company will be required to withhold Federal, state and local taxes on the full amount of the compensation income realized by you and may also be required to withhold other amounts as a result of such exercise. Accordingly, at or prior to the time that you exercise the Option, you hereby agree to provide the Company with cash funds equal to the total federal, state and local taxes and other amounts required to be withheld by the Company or its Subsidiary in respect of any such compensation income or make other arrangements satisfactory to the Company regarding such payment. All matters with respect to the total amount to be withheld as a result of the exercise of this Option shall be determined by the Committee in its sole discretion.

9. **General Provisions**.

(a) If the total outstanding shares of Common Stock of the Company shall be increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company through reorganization, merger or consolidation, recapitalization, stock split, split-up, combination, exchange of shares, declaration of any dividends payable in Common Stock, or the like, then the number and kind of Option Shares (and option price per share) subject to the unexercised portion of this Option shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be effective and binding. Such adjustment may provide for the elimination of fractional shares which might otherwise be subject to the Option without payment therefor.

(b) Neither the Plan nor this Option shall confer upon you any right to continue to be employed by the Company or any Subsidiary of the Company or limit in any respect any right of the Company or any Subsidiary of the Company to terminate your employment at any time, without liability.

(c) This Agreement contains the entire agreement between the Company and you relating to the Option and supersedes all prior agreements or understandings relating thereto.

(d) This Agreement may not be amended, changed or waived other than by written instrument signed by the parties hereto.

(e) If any one or more provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law provisions.

(g) The Company and you agree that they will both be subject to and bound by all of the terms and conditions of the Plan. The Plan Prospectus is accessible on the Company's administrative agent's website in the "forms library" (www.netbenefits.fidelity.com), or a paper copy is available upon request. Any capitalized term not defined herein shall have the meaning ascribed to it in the Plan. In the event of a conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

(h) This Option is not transferable otherwise than by will or the laws of descent and distribution and may be exercised, during your lifetime, only by you or your legal representatives.

(i) This Agreement shall be binding upon and inure to the benefit of any successor or assign of the Company and to any heir, distributee, executor, administrator or legal representative entitled by law to your rights hereunder.

(j) You shall not have the rights of a shareholder with respect to any shares of Common Stock to be acquired upon exercise of this Option until the stock certificate representing such shares is issued.

(k) You understand that, under the terms of the Plan and this Agreement, the Company may cancel or rescind this Option in certain circumstances, including, without limitation, if you violate the provisions of Section 4(d) prior to, or within 12 months after, the exercise of any Option Shares.

Please acknowledge acceptance of this Agreement by signing the enclosed copy of this Agreement in the space provided below.

FISERV, INC.

By: ______________________________

Senior Executive Vice President

Accepted and Agreed to:

____
Signature of Optionee/Employee

____
Street Address

____
City State Zip Code

EXHIBIT 10.10

EMPLOYEE-STANDARD

FISERV, INC.

EMPLOYEE RESTRICTED STOCK AGREEMENT

Employee: **[FIRST NAME][LAST NAME]** Date: **[DATE]**

Number of Shares of Common Stock Subject To This Agreement: **[SHARES]**

Pursuant to the Fiserv, Inc. Stock Option and Restricted Stock Plan (the "Plan"), the Compensation Committee of the Board of Directors (the "Committee") of Fiserv, Inc. (the "Company") has awarded you on this date the number of shares of the Company's Common Stock, $.01 par value (the "Common Stock"), set forth above (the "Restricted Stock"). You have agreed to accept the award based on the terms and conditions set forth below:

1. **Date of Award**. The Restricted Stock is awarded to you on the date above (the "Award Date").

2. **Restrictions**. Except as otherwise provided herein, Restricted Stock may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated until the date of release (the "Release Date") determined as follows: the Release Date with respect to 50% of the shares of Restricted Stock shall be the **[THIRD]** anniversary of the Award Date and the Release Date with respect to the remaining 50% of the shares of Restricted Stock shall be the **[FOURTH]** anniversary of the Award Date. The Committee, in its sole discretion, may at any time accelerate the Release Date with respect to the Restricted Stock or a portion of the Restricted Stock.

   On the applicable Release Date as determined in this Section, that portion of Restricted Stock shall become free of the restrictions above and, subject to Section 4, be freely transferable by you.

3. **Escrow.** Certificates for shares of Restricted Stock shall be issued as soon as practicable in your name, but shall be held in escrow by the Company, as escrow agent. Unless theretofore forfeited as provided herein, Restricted Stock shall cease to be held in escrow and certificates for such Stock shall be delivered to you on the applicable Release Date.

4. **Noncompetition**.

   (a) Notwithstanding any other provision in this Agreement, you agree that during the term of your employment with the Company or any Subsidiary, and for a period of 12 months thereafter, you will not, directly or indirectly, on your behalf or on behalf of any other individual, association or entity, as agent or otherwise:

(i) contact any of the clients of any Fiserv Group Company (or hereinafter defined) for whom you directly performed any services or had any direct business contact for the purpose of soliciting business or inducing such client to acquire any product or service that at any time during the term of this Agreement is provided or under development by the Fiserv Group Company for whom you directly performed any services from any entity other than a Fiserv Group Company;

(ii) contact any of the clients or prospective clients of any Fiserv Group Company whose identity or other client specific information you discovered or gained access to as a result of your access to any Fiserv Group Company's confidential information for the purpose of soliciting or inducing any of such clients or prospective clients to acquire any project or service that at any time during the term of this Agreement is provided or under development by the Fiserv Group Company to whose confidential information you had access from any entity other than a Fiserv Group Company;

(iii) use any Fiserv Group Company's confidential information to solicit, influence or encourage any clients or potential clients of any Fiserv Group Company to divert or direct their business to you or any other person, association or entity by or with whom you are employed, associated, engaged as agent or otherwise affiliated; or

(iv) encourage, induce or entice any employee of any Fiserv Group Company with access to or possession of confidential information of any Fiserv Group Company to leave any Fiserv Group Company's employment where it is reasonably likely that such employee will use such confidential information to solicit, influence or encourage clients or potential clients of such Fiserv Group Company to divert or direct their business to you or any other person, association or entity by or with whom such employee will become employed, associated, engaged as agent or otherwise affiliated .

You expressly acknowledge that damages alone may not be an adequate remedy for any breach by you of the covenants or agreements set forth in this Section 4(a) and that the Company, in addition to any other remedies it may have, shall be entitled to seek injunctive relief, including specific performance, with respect to any actual or threatened breach by you of any said covenants and your right to retain any stock under this agreement shall terminate immediately. "Fiserv Group Company" means the Company and any "affiliate" company (within the meaning of Rule 405 under the Securities Act of 1933).

(b) The Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any portion of the Restricted Stock at any time if you are not in compliance with all applicable provisions of this Agreement and the Plan, or if you engage in any of the activities listed in Section 4(a). In addition, failure to comply with the provisions of Section 4(a) prior to and during the 12 months after any release of Restricted Stock pursuant to all or any part of this Restricted Stock Agreement shall cause such release to be rescinded. . Notwithstanding the foregoing, the remedies and damages available to the Company in the event of a failure to comply with the provisions of Section 4(a) are not limited by this Section 4(b). The Company will notify you in writing of any such rescission within 24 months after such release. Within 10 days after receiving such notice from the Company, you will pay to the Company, as a result of the release of Restricted Stock, an amount equal to the fair market value of the Restricted Stock on the applicable Release Date.

5. **Termination of Employment**.

(a) In the event that you are no longer a full-time employee of either the Company or any Subsidiary of the Company for any reason, including that the Subsidiary ceases to be a Subsidiary, Restricted Stock will be free of restrictions to the same extent that it was free of restrictions on the date you ceased to be a full-time employee, and the remaining Restricted Stock for which a Release Date has not occurred under Section 2 will be forfeited except as indicated below.

Minimum Age When No Longer a Full-Time Employee	Reason No Longer A Full-Time Employee	Minimum Years of Service	Percentage of Remaining Unreleased Restricted Stock to be Retained for Each Remaining Release Date Under Section 2
Not applicable	Death * or Disability	6	20%
		7	40%
		8	60%
		9	80%
		10	100%
55	Retirement	25	100%
62	Retirement	6	20%
		7	40%
		8	60%
		9	80%
		10	100%
65	Retirement	0	100%
All other combinations of minimum age, reason and minimum years of service.			0%

* In the event of death of the employee only, all restrictions in Section 2 on Restricted Stock that was retained in accordance with this table will lapse immediately.

(b) Notwithstanding the foregoing, in the event that your Employment is terminated for cause or without the consent of the Company, all Restricted Stock for which a Release Date has not occurred under Section 2 prior to such termination shall be forfeited to the Company on the date on which such termination occurs.

(c) If a Change of Control of the Company occurs and the Board of Directors does not, for any reason, act under the provisions of Subsection 9.3 of the Plan, all shares of Restricted Stock under this Agreement shall become fully vested, and any restrictions thereon shall terminate, as of the date such Change of Control is determined to have occurred.

(d) If a Change of Control of the Company has occurred and the Board of Directors (i) made provisions for the continuation of each award of Restricted Stock or (ii) reached an agreement with the acquiring or surviving entity that the acquiring or surviving entity will convert each share of Restricted Stock into shares, or fractions of a share, of stock of the acquiring or surviving entity (which shares may be subject to restrictions substantially similar to restrictions on the Restricted Stock) at least equal value (without deduction for any restrictions on such shares of Restricted Stock), determined as of the date of the transaction (the "Replacement Stock"), and if you are terminated without cause or you terminate your employment for Good Reason (as hereinafter defined) within 12 months following the occurrence of the Change of Control, notwithstanding the provisions of Section 5(b) of this Agreement with respect to termination of employment without consent of the Company, the Restricted Stock or Replacement Stock under this Agreement shall become fully vested , and any restrictions thereon shall terminate, and the provisions of Section 4(a)(i) and (iv) shall no longer apply, as of the time immediately prior to such termination of employment. For purposes of this Agreement, "Good

Reason" shall mean your suffering any of the following events without your consent: (x) significant or material lessening of your responsibilities; (y) a reduction in your annual base salary or a material reduction in the level of incentive compensation for which you have been eligible during the two years immediately prior to the occurrence of the Change of Control and/or a material adverse change in the conditions governing receipt of such incentive compensation from those that prevailed prior to the occurrence of the Change of Control; or (z) the Company's requiring you to be based anywhere other than within 50 miles of your place of employment at the time of the occurrence of the Change of Control, except for reasonably required travel to an extent substantially consistent with your business travel obligations. The Board of Directors must determine that any such modification in clause (i) or (ii) above does not have a substantial adverse economic impact on you, as determined at the time of the transaction.

6. **Certificate Legend.** Each certificate for shares of Restricted Stock may bear the following legend:

"THE SALE OR OTHER TRANSFER OF THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE, WHETHER VOLUNTARY, INVOLUNTARY OR BY OPERATION OF LAW, IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THE FISERV, INC. STOCK OPTION AND RESTRICTED STOCK PLAN AND A RESTRICTED STOCK AGREEMENT BETWEEN FISERV, INC. AND THE REGISTERED OWNER HEREOF. A COPY OF SUCH PLAN AND SUCH AGREEMENT MAY BE OBTAINED FROM THE SECRETARY OF FISERV, INC."

When the restrictions imposed by Sections 2 and 4 hereof terminate, you shall be entitled to have the foregoing legend removed from the certificates representing such Restricted Stock.

7. **Voting Rights; Dividends and Other Distributions**.

(a) While the Restricted Stock is subject to restrictions under Section 2 and prior to any forfeiture thereof, you may exercise full voting rights for the Restricted Stock registered in your name and held in escrow hereunder.

(b) While the Restricted Stock is subject to the restrictions under Section 2 and prior to any forfeiture thereof, you shall be entitled to receive all dividends and other distributions paid with respect to the Restricted Stock. If any such dividends or distributions are paid in Stock, such shares shall be subject to the same terms, conditions and restrictions as the shares of Restricted Stock with respect to which they were paid, including the requirement that Restricted Stock be held in escrow pursuant to Section 3 hereof.

(c) Subject to the provisions of this Agreement, you shall have, with respect to the Restricted Stock, all other rights of a holder of Common Stock.

8. **Securities Representations**. You acknowledge receipt of the Prospectus under the Registration Statement on Form S-8 (Registration No. 333-34310) with respect to the Plan filed by the Company with the Securities and Exchange Commission. You understand that if you are an officer, director, 10% shareholder or are otherwise an "affiliate" (within the meaning of Rule 405 under the Securities Act of 1933) of the Company, you may not sell or otherwise dispose of any shares acquired except pursuant to a Registration Statement meeting the requirements of the Securities Act of 1933 or an exemption from the registration requirements of such Act. You represent and agree that you will comply with all applicable laws relating to the Plan and the award of Restricted Stock and the disposition of the Restricted Stock, including without limitation federal and state securities and "blue sky" laws.

9. **Tax Representations**.

(a) You represent and warrant that you understand the Federal, state and local income tax consequences of the award of the Restricted Stock to you, the lapse of the restrictions on the Restricted Stock and the subsequent sale or other disposition of any Restricted Stock. In addition, you understand and agree that, when the Restricted Stock shares are no longer subject to substantial risk of forfeiture as defined under Section 83 of the Code (For example, upon retirement under Section 5 (a) you are not subject to a substantial risk of forfeiture on your retained shares) or upon the making of an election under Section 83(b) of the Code you thereby realize gross income (if any) taxable as compensation, the Company will be required to withhold Federal, state and local taxes on the full amount of the compensation income realized by you. Accordingly, you hereby agree to provide the Company with cash funds or Common Stock (subject to Section 9(b)) equal in value to the total federal, state and local taxes and other amounts required to be withheld by the Company or its Subsidiary in respect of any such compensation income or make other arrangements satisfactory to the Company regarding such payment. All matters with respect to the total amount to be withheld shall be determined by the Committee in its sole discretion.

(b) If you do not make an election under Section 83(b) of the Code with respect to the Restricted Stock awarded hereunder, you may satisfy the Company's withholding tax requirements by electing to have the Company withhold that number of shares of unrestricted Common Stock otherwise deliverable to you from escrow hereunder or to deliver to the Company a number of shares of Common Stock, in each case, having a Fair Market Value on the Tax Date (as such terms are below) equal to the minimum amount required to be withheld. The election must be made in writing in accordance with such rules and regulations and in such form as the Committee may determine. If the number of shares so determined shall include a fractional share, then you shall deliver cash in lieu of such fractional share. As used herein: (y) “Tax Date” means the date on which you must include in your gross income for federal income tax purposes the fair market value of the Common Stock released from the restrictions of Section 2; and (z) “Fair Market Value” means the per share closing price on the date in question on the principal market in which shares of stock which are equivalent to the Restricted Stock are then traded or, if no sales of such stock have taken place on such date, the closing price on the most recent date on which selling prices were quoted.

10. **General Provisions**.

(a) Neither the Plan nor this Agreement shall confer upon you any right to continue to be employed by the Company or any Subsidiary of the Company or limit in any respect any right of the Company or any Subsidiary of the Company to terminate your employment at any time, without liability.

(b) This Agreement contains the entire agreement between the Company and you relating to the Restricted Stock and supersedes all prior agreements or understandings relating thereto.

(c) This Agreement may not be amended, changed or waived other than by written instrument signed by the parties hereto.

(d) If any one or more provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law provisions.

(f) The Company and you agree that they will both be subject to and bound by all of the terms and conditions of the Plan. The Plan Prospectus is accessible on the Company’s administrative agent’s website in the “forms library” (www.netbenefits.fidelity.com), or a paper copy is available upon request. Any capitalized term not defined herein shall have the meaning ascribed to it in the Plan. In the event of a conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

(g) The Restricted Stock is not transferable otherwise than by will or the laws of descent and distribution.

(h) This Agreement shall be binding upon and inure to the benefit of any successor or assign of the Company and to any heir, distributee, executor, administrator or legal representative entitled by law to your rights hereunder.

(i) You understand that, under the terms of the Plan and this Agreement, the Company may cancel or rescind this Restricted Stock in certain circumstances, including, without limitation, if you violate the provisions of Section 4(a) prior to, or within 12 months after, the release of any Restricted Stock.

Please acknowledge acceptance of this Agreement by signing the enclosed copy of this Agreement in the space provided below and returning it promptly to Corporate Finance.

FISERV, INC.

By: ______________________________

Senior Executive Vice President

Accepted and Agreed to:

____

Signature of Employee

____

Street Address

____

City State Zip Code

EXHIBIT 10.11

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT ("**Agreement**") effective as of October 1, 2005 by and among Fiserv, Inc., a Wisconsin corporation (**"Fiserv"**), Fiserv Mercosur, Inc., a Delaware corporation (the "**Company**"), and Arun Maheshwari ("**Employee**").

WHEREAS, the Company wishes to assure itself of the services of Employee for the period provided for in this Agreement; and

WHEREAS, Employee desires to enter into an agreement to provide for his employment with the Company upon the terms provided for in this Agreement; and

WHEREAS, as the parent of the Company, Fiserv desires to provide certain additional incentives to Employee and to guarantee the obligations of the Company; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Company, Fiserv and Employee agree as follows:

Section 1. Employment Duties. The Company agrees to employ Employee, and Employee agrees to be employed by the Company, for the period stated in this Agreement and upon the other terms and conditions herein provided. During his employment, Employee agrees to serve as President of the Fiserv Global Services Group ("**FGS**"), with such responsibilities and duties as are required of Employee by the senior management of Fiserv consistent with the duties of President of FGS. During the term of this Agreement, the responsibilities and duties of Employee shall not be reduced from those responsibilities and duties contemplated by this Section 1. As President of FGS, Employee shall have the same level of authority with respect to FGS as other group presidents of Fiserv, subject to Fiserv's standard policies that require approval for certain actions. Employee shall report to Fiserv's Chief Operating Officer, or other senior officer designated by the Chief Operating Officer, one of whom will be designated as Employee's direct supervisor (the "**Direct Supervisor**").

Section 2. Term. The term of employment (the "**Employment Term**") under this Agreement shall be for a period commencing as of the date hereof and terminating on the date five (5) years after the date hereof, unless sooner terminated as provided herein. The Employment Term may be extended annually beyond the period set forth in the prior sentence for additional one-year terms upon mutual agreement of Employee, the Company and Fiserv.

Section 3. Performance. During the Employment Term, Employee shall devote his full business time, best efforts and business judgment to the advancement of the interests of Fiserv and the Company and to the discharge of the responsibilities and offices held by him. Employee shall not engage in any other business activity, whether or not pursued for pecuniary advantage, except as may be approved by the senior management of Fiserv, including

Employee's Direct Supervisor; *provided*, *however*, that the foregoing shall not prohibit or limit Employee from participating in civic, charitable or other not-for-profit activities or to manage personal passive investments, provided that such activities do not materially interfere with Employee's services required under this Agreement and do not violate the Code of Conduct or other corporate policies of Fiserv. Employee hereby acknowledges that he has read Fiserv's Code of Conduct in effect as of the date hereof, attached hereto as Exhibit A, and agrees that he will comply in all material respects with such Code of Conduct and Fiserv's other corporate policies regarding activities in the workplace, as they may be amended from time to time.

Section 4. Compensation and Benefits. For all services to be rendered by Employee in any capacity during the period of his employment under this Agreement, the Company shall pay or cause to be paid to Employee and shall provide or cause to be provided to him the following during the term of this Agreement:

(a) Salary. An annual salary at a minimum rate of $400,000 per year, commencing on the date of this Agreement. Thereafter, Employee's Direct Supervisor will determine Employee's salary, which shall in no event be less than $400,000 per year. Employee's performance will be evaluated based upon mutually approved criteria developed jointly by Employee and his Direct Supervisor. The term "salary" shall not include any payment or other benefit that is denominated as or is in the nature of a bonus, incentive payment, commission, profit-sharing payment, retirement or pension accrual, insurance benefit, other fringe benefit or expense allowance, whether or not taxable to Employee as income.

(b) Signing Bonuses. Employee shall be entitled to receive a cash bonus of $200,000 payable with the Company's first regular payroll after the commencement of the Employment Term and a cash bonus of $200,000 payable with the Company's first regular payroll after the date that is 180 days after the commencement of the Employment Term.

(c) FGS Performance Bonus. Employee shall be entitled to receive a cash bonus of $100,000 payable in March 2007 if (i) FGS has 500 billable positions by December 31, 2006, (ii) FGS is operating at a profitable monthly run-rate by December 31, 2006 and (iii) FGS has received service quality ratings from its clients equal to or less than 3.0 on Fiserv's standard client survey.

(d) Special Bonus. Employee shall be entitled to receive a Special Bonus (as defined below) payable (i) to Employee or his heirs, as the case may be, in the event of the termination of Employee's employment at any time by reason of death pursuant to Section 5(a) or disability pursuant to Section 5(b), (ii) to Employee in the event Employee is terminated pursuant to Section 5(c)(ii) and Employee is not convicted of the felony that was the direct cause of the termination; (iii) to Employee in the event of the termination of Employee's employment after December 31, 2008 by reason of his retirement or other termination pursuant to Section 5(f) or (iv) to the extent applicable pursuant to Section 5(d) or (e), to Employee in the event of the termination of Employee's employment at any time pursuant to Section 5(d) or (e). The earliest to occur of any such termination referred to in the foregoing sentence is hereinafter referred to as the **"Special Bonus Termination Date"**. Employee shall not be entitled to the Special Bonus if the Employee's employment is terminated for cause pursuant to and as defined in Section 5(c). The **"Special Bonus"** shall be an amount (which shall not be less than zero) in cash equal to the sum of (i) twenty-four (24) times the average monthly NOP from the commencement of the Employment Term through the Special Bonus Termination Date and (ii) thirty (30) times the average monthly NOP for the eighteen (18) months preceding the Special Bonus Termination Date; *provided, however*, that solely for purposes of calculating the average monthly NOP under this clause (ii), a value of zero shall be ascribed to the NOP for each month by which the number of months from the commencement of the Employment Term through the Special Bonus Termination Date is less than eighteen (18).

(e) Definition of NOP. For purposes of Section 4(d), "**NOP**" shall mean net income of FGS for each month ("**Net Income**"), plus the following adjustments:

(i) To Net Income, there shall be added: (A) income taxes; (B) interest expense (income); (C) amortization (capitalization) of internally developed software; and (D) any special bonus expense (expense reversal) under section 4(d).

(ii) From Net Income, there shall be subtracted a cost of net capital as described in Exhibit B attached hereto.

(iii) To Net Income, there shall be added the aggregate of (A) general corporate allocations from Fiserv and its affiliates (other than FGS) and (B) the portion of costs demonstrably in excess of fair market value for specific charges for services and materials provided by Fiserv and its affiliates (other than FGS) in excess of one percent (1%) of FGS' revenues.

(iv) The calculation of NOP shall include as an expense (A) Employee's annual salary and (B) bonuses, incentive compensation, and benefits paid to Employee under Sections 4(b), (c), (f) or (g) of this Agreement.

Net Income shall be derived from an income statement of FGS prepared using the same accounting principles, procedures, policies and methods that Fiserv uses to prepare its annual audited consolidated financial statements.

(f) Incentive Compensation. Commencing January 1, 2007, Employee shall be entitled to participate in an incentive compensation program to be designed and implemented from time to time, but no less than annually, by Employee's Direct Supervisor. If Employee shall not be employed by the Company on the date of payment of any incentive compensation hereunder, Employee shall not be entitled to any portion of any payment under the incentive compensation program referred to in the preceding sentence; *provided, however,* that in the event of termination of the Employment Term hereunder due to death or disability under Section 5(a) or (b) hereof, as the case may be, Employee shall be entitled to a *pro rata* portion (based on the date of death or determination of disability) of the amount determined ultimately to be payable to Employee under Employee's incentive compensation program referred to above.

(g) Regular Benefits. In addition to the salary and bonuses provided above, Employee shall be entitled to participate in any employee benefit plans (other than any equity incentive plans), welfare benefit plans, retirement plans and other fringe benefit plans from time to time in effect for employees of Fiserv generally at the same level as Employee; *provided*, *however*, that such right or participation in any such plans and the degree or amount thereof shall be subject to the terms of the applicable plan documents, generally applicable Fiserv policies and to action by the Board of Directors of Fiserv or any administrative or other committee provided in or contemplated by such plan, it being mutually agreed that this Agreement is not intended to impair the right of any committee or other group or person concerned with the administration of such plan to exercise in good faith the full discretion reposed in them by such plan.

(h) Withholding, Taxes, etc. All compensation or other benefits payable or owing to Employee hereunder shall be subject to withholding taxes and other legally required deductions pursuant to Federal, state or local law in any applicable jurisdiction.

Section 5. Termination. Notwithstanding the Employment Term of Employee under this Agreement, Employee's employment hereunder and the term of this Agreement shall terminate under the following circumstances:

(a) Death. In the event Employee dies, this Agreement shall terminate as of the end of the month during which his death occurs.

(b) Disability. If Employee, due to physical or mental illness, becomes so disabled as to be unable to perform substantially all of his duties for a continuous period of six months, either party may by notice terminate Employee's employment effective as of the last day of the calendar month during which such notice is given. If any question arises as to whether Employee has become so disabled as to be unable to perform his duties due to physical or mental illness, Employee will submit to the Company and Fiserv a certification in reasonable detail of a physician selected by Employee or his guardian to whom the Company and Fiserv have no reasonable objection as to whether Employee was so disabled. In the event that the Company or Fiserv shall contest such certification, Employee shall be examined by a health care practitioner mutually satisfactory to Employee (or his guardian), the Company and Fiserv who shall determine conclusively for purposes of this Agreement whether such certification was appropriate.

(c) Termination for Cause by Company. Employee's employment may be terminated for cause, effective immediately upon written notice to Employee by Employee's Direct Supervisor that shall set forth the specific nature of the reasons for termination. Only the following acts or omissions by Employee shall constitute "cause" for termination: (i) dishonesty or similar serious misconduct, directly related to the performance of Employee's duties and responsibilities hereunder, which results from a willful act or omission and which is materially injurious to the operations, financial condition or business reputation of the Company, FGS, Fiserv or their affiliates; (ii) Employee being named as a defendant in any felony criminal proceedings, and as a result of being named as a defendant, the operations, financial condition or reputation of the Company, FGS, Fiserv or their affiliates are materially injured or Employee is convicted of a felony; (iii) Employee's drug or alcohol abuse which materially impairs the performance of his duties and responsibilities as set forth herein; (iv) incompetent performance or substantial or continuing inattention to or neglect of duties and responsibilities assigned to Employee pursuant to this Agreement for which Employee receives notice and fails to cure (if applicable) in accordance with Fiserv's Corrective Action Policy; (v) continuing willful and unreasonable refusal by Employee to perform Employee's duties or responsibilities (unless significantly changed without Employee's consent) for which Employee receives notice and fails to cure (if applicable) in accordance with Fiserv's Corrective Action Policy; (vi) violation in any material respect of Fiserv's Code of Conduct, as it may be amended from time to time, or other Fiserv corporate policies regarding activities in the workplace in effect at the time; or (vii) any other breach or breaches of this Agreement by Employee, which breaches are, singularly or in the aggregate, material, and which are not cured within 30 days of written notice of such breach or breaches to Employee from the Company or Fiserv.

(d) Termination by Employee for Material Breach. Employee's employment may be terminated by the Employee by written notice to Employee's Direct Supervisor (with a copy sent to the Secretary of the Company and of Fiserv) in the event of a material breach by the Company or Fiserv of any of the provisions of this Agreement, *provided*, *however*, that the Company or Fiserv, as the case may be, shall have been given adequate notice and an opportunity to cure any such event of a material breach. In the event of termination during the Employment Term pursuant to the first sentence of this Section 5(d), Employee shall be entitled to receive the greater of (i) an amount equal to three (3) months of Employee's then current salary or (ii) an amount equal to the Special Bonus.

(e) Termination by the Company for Convenience. Employee's employment may be terminated by the Company by written notice to Employee by Employee's Direct Supervisor at any time after December 31, 2008 for any reason. In the event of termination by the Company other than as specified in Section 5(a), (b) or (c) above, Employee shall be entitled to receive the greater of (i) an amount equal to three (3) months of Employee's then current salary or (ii) an amount equal to the Special Bonus.

(f) Termination by Employee for Convenience. Employee's employment may be terminated by the Employee by written notice to Employee's Direct Supervisor (with a copy sent to the Secretary of the Company and of Fiserv) at any time for any reason, including retirement. In the event of termination by Employee other than as specified in Section 5(a), (b) or (d) above, Employee shall not be entitled to any termination benefits except for any applicable Special Bonus pursuant to Section 4(d).

(g) Miscellaneous. Any payment under this Section 5 will be subject to withholding taxes and other legally required deductions. All other benefits being received by Employee shall cease upon termination of employment, subject to applicable law.

Section 6. Non-Competition and Confidential Information. During the term of this Agreement and for a period thereafter equal to the lesser of the number of months Employee was employed by the Company prior to the payment of the Special Bonus or eighteen (18) months, Employee shall not (a) directly or indirectly solicit, except for the account of or on behalf of the Company, Fiserv or their affiliates, any customer of Company, Fiserv or their affiliates with which Employee had indirect or direct contact in connection with the business of FGS during the Employment Term, (b) disclose any confidential information of the Company, Fiserv and/or their affiliates which is now known to Employee or which hereafter may become known to him as a result of his employment or association with the Company, Fiserv and/or their affiliates or use the same in any way other than in connection with the business of the Company, Fiserv or their affiliates, (c) solicit, hire, cause to be hired or otherwise enable, encourage or assist, directly or indirectly, any employees of the Company, Fiserv or FGS to terminate their employment with the Company, Fiserv or FGS or (d) be or become engaged in any enterprise having the name "Fiserv" or any derivative thereof or any name likely to cause confusion with respect to such name. Employee agrees that all intellectual property under development by Employee and/or developed during Employee's employment by the Company or its affiliates, as the case may be, is and shall remain the sole property of the Company or its affiliates, as the case may be. The provisions of Fiserv's standard confidentiality provisions generally applicable to employees of Fiserv and its affiliates, are hereby incorporated by reference. A copy of those provisions is attached hereto as Exhibit C. Company acknowledges that Employee has previously been employed by companies rendering similar services to that of Company and that Employee has performed similar duties for such companies as set forth in Section 1 to this Agreement. Confidential information shall not include techniques and/or business practices developed by Employee during this previous employment and shall not include information publicly available in the conduct of business similar to that of Company.

Section 7. Conflicting Interest. Employee represents and warrants that the execution of this Agreement and the performance of his duties and obligations hereunder will not breach or be in conflict with any other agreement to which he is a party or is bound and that he is not now subject to any covenants against competition or similar covenants which may affect the performance of his duties hereunder. Employee has provided Fiserv and Company with a copy of all agreements to which Employee is a party or is bound with all prior employer(s), and a list of all such agreements is set forth on Exhibit D hereto. Employee represents and warrants that he has not and will not exercise any stock options referenced in any agreement set forth on Exhibit D hereto. Except with regard to any suit, demand or claim by any third party against Fiserv, Company or their affiliates arising from a breach by Employee of any covenant against competition, non-solicitation or non-hire set forth in any of those agreements set forth on Exhibit D hereto, Employee agrees to indemnify and hold harmless the Company, Fiserv and their affiliates from and against any and all claims, demands, actions, causes of action, losses, and expense (including reasonable attorneys' fees) resulting from any suit, demand, or claim by any third party, whether against the Company, Fiserv or Employee, arising out of or relating to any such covenants against competition, non-solicitation, non-hire or any other covenants which may affect the performance of Employee's duties hereunder.

Section 8. Assignment; Successors and Assigns. None of the Company, Fiserv or Employee may assign this Agreement or any interest therein by operation of law or otherwise, without the prior written consent of the other party; *provided*, *however*, that the Company or Fiserv may assign its rights under this Agreement without the consent of Employee to any subsidiary of Fiserv or in the event that the Company or Fiserv effects a reorganization, consolidates with or merges into any other business entity or transfers all or substantially all of its properties or assets or the stock or the assets of the Company to another business entity. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Company, Fiserv and Employee, their respective successors, executors, administrators, heirs, and/or permitted assigns.

Section 9. Severability. If any provision of this Agreement shall be declared illegal or unenforceable by a final judgment of a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 10. Notices. All notices to be sent under this Agreement shall be sufficient when delivered in hand or mailed by registered or certified mail to the Company and Fiserv at 255 Fiserv Drive, Brookfield, Wisconsin 53045, United States of America, Attention: Secretary or such other address as it shall designate in writing to Employee; or to Employee at 737 Brandywine Drive, Moorestown, New Jersey 08057, or such other address as Employee shall designate in writing to the Company and Fiserv.

Section 11. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall thereby create any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition for the future or as to any act other than that specifically waived.

Section 12. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the then applicable rules of the American Arbitration Association, and the judgment on the award rendered may be entered in any court having jurisdiction thereof. Each party shall pay its own expenses of any such proceeding.

Section 13. Amendment. No term or provision or the duration of this Agreement shall be altered, varied or contradicted except by a writing to that effect, executed by authorized officers of the Company and Fiserv and by Employee. If Employee continues in the employ of the Company after the expiration of this Agreement and without a written extension or successor agreement, the provisions of Section 6 shall survive and be deemed a condition of Employee’s continued employment under any informal employment arrangement.

Section 14. Entire Agreement. This Agreement and each paragraph herein constitute the entire understanding of Employee, the Company and Fiserv with respect to Employee’s employment. As of the commencement of its term, this Agreement supersedes any prior agreement or arrangement relative to Employee’s employment with the Company. No modification or waiver of any provision of this Agreement shall be made unless made in writing and signed by Employee and such other person as Employee’s Direct Supervisor may designate for such purpose.

Section 15. Governing Law. This Agreement shall be deemed to have been entered into under the laws of the State of Wisconsin, United States of America, without regard to conflict of law provisions that would defer to the substantive laws of another jurisdiction. The rights and obligations of the parties hereunder shall be governed and determined in accordance with such laws.

Section 16. Headings. The headings of sections or paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

Section 17. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18. Guarantee. Fiserv hereby guarantees the obligations of the Company to make payments and otherwise hereunder in accordance with the terms of the Company's commitments and agreements hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

FISERV, INC.

By: /s/ Norman J. Balthasar
Title: Senior Executive Vice President
Date: October 27, 2005

FISERV MERCOSUR, INC.

By: /s/ Kenneth R. Jensen
Title: Vice President
Date: October 27, 2005

EMPLOYEE

/s/ Arun Maheshwari
Arun Maheshwari
Date: October 27, 2005

Exhibit A

Fiserv, Inc. Code of Conduct

Fiserv, Inc.

Code of Conduct

Adopted March 24, 2003
Amended February 18, 2004

Governing Principles

Fiserv operates in an honest and ethical manner for the benefit of its shareholders by maintaining a workforce and work environment that is focused on producing quality products and providing quality service for our clients.

To foster mutually beneficial relationships with clients that, of necessity, rely on trust and loyalty, Fiserv strives to maintain long-term relationships with its employees, clients and suppliers based on:

Fairness in all our dealings with our fellow employees, shareholders, clients and suppliers through our consistent and careful adherence to all Fiserv policies and all applicable laws and regulations and consideration for the general good of all parties in instances where policy or other guidance is not clearly defined.

Integrity in all actions and communications within our Corporation and with our suppliers and clients, including protecting our Corporation's and clients' confidential information and trade secrets.

Quality in our products and services, so our Corporation is the supplier of choice for products and services to our clients.

Responsibility for our words and actions and a commitment to do what we say as representatives of our Corporation.

Respect and compassion for our fellow employees, shareholders, clients and suppliers so that they are motivated to work enthusiastically for our mutual benefit.

Implementing Regulations

<u>Introduction</u>. The Fiserv, Inc. Code of Conduct sets forth principles to guide the operation of Fiserv's business, to deter wrongdoing and to promote honest and ethical conduct, full, fair, accurate, timely and understandable disclosure in reports filed by Fiserv with the Securities and Exchange Commission, compliance with applicable laws, the prompt internal reporting of violations of this Code of Conduct and accountability for adherence to this Code of Conduct. This Code of Conduct is applicable to all employees of Fiserv and its subsidiaries, including without limitation Fiserv's Chief Executive

Officer, Chief Financial Officer and Corporate Controller. Operating a corporation in an honest, ethical and legal manner requires the constant effort and vigilance of all members of the organization under the leadership of the Board of Directors and the Chief Executive Officer.

The Role of the Board. The Fiserv Board of Directors represents the Corporation's shareholders' interest in perpetuating a successful business, including optimizing long-term financial returns. The Audit Committee is ultimately responsible for overseeing the Compliance Officer and the interpretation and enforcement of this Code.

Conflicts of Interest. Directors and employees should not place themselves in a position where their actions, personal interests, or actions/interests of those for whom they act are, or are likely to be, in actual or apparent conflict between personal and professional relationships involving the Corporation. Directors, officers and employees may not have any direct or indirect interest in any enterprise doing business with or competing with the Corporation, except when the interest has been fully disclosed to and approved by the Corporation prior to any such interested activity.

Confidentiality. All directors and employees agree upon their service as a director or employment to observe strict confidentiality with regard to all information they obtain in connection with their service as a director or employment regarding the financial condition and operating results, accounts, transactions, trade secrets or other business affairs of the Corporation or its clients.

Financial Integrity. The Corporation requires its financial personnel to record and report accurately, completely and timely all financial transactions involving the Corporation. Adherence to the Financial Policies Manual is a matter of mutual trust engaged in by all employees of the Corporation. A failure anywhere within the Corporation to do so is a breach of that trust not only to the Corporation's shareholders and the investing public who rely on the integrity of the Corporation's financial statements but also to all the other employees of the Corporation who are equally reliant upon the fundamental integrity of the Corporation and its processes.

Financial Disclosure. As a reporting company under the Federal securities laws, Fiserv is subject to rules governing public disclosure of material information, including Rule 10b-5 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation FD. In keeping with those obligations, the Corporation pursues a policy of prompt, timely, full, accurate and understandable disclosure in all reports and documents Fiserv files with the Securities and Exchange Commission and in other public communications made by Fiserv.

Trading in Securities. All employees of the Corporation are subject to the limitations on trading in the Corporation's outstanding securities while aware of material non-public information. In addition, directors and executive officers (and selected other officers) are subject to internal policies restricting the sale of Fiserv securities during certain “blackout” periods as well as pre-approvals of such sales. Directors and executive officers are also subject to filing requirements under Section 16(a) of the Exchange Act and subject to the short-swing profits rules of Section 16(b) of the Exchange Act. Directors and the Chief Operating Officer are subject to Rule 144 under the Securities Act of 1933, as amended, in connection with the sale of any Fiserv securities. The Corporation will cooperate fully in any investigation by any law enforcement agency, including the Securities and Exchange Commission, the NASD, any stock exchange or any other law enforcement agency, of trading irregularities in the Corporation’s Common Stock.

Compliance with Law Generally. The Corporation seeks at all times to comply with law, rules and regulations in all material respects. The effort to make Fiserv compliant with law is a joint effort of all employees from the Directors to the most junior employee. Thus, all employees of the Corporation are enjoined to report to their supervisor any instances of non-compliance with law by the Corporation or by any employee of the Corporation. Supervisors in turn are required to assure that such information is communicated to the business unit head and ultimately to the Compliance Officer, who will work with the internal departments in the Corporation charged with seeking to investigate and cure any such reported transgressions.

Conduct in the Workplace. The Corporation seeks to maintain a workplace that respects the rights of all employees to succeed to their maximum potential. The Corporation does not discriminate on the grounds of race, sex, religion, national background or otherwise in hiring, rewarding or promoting employees.

Conduct in the Marketplace. All marketing and sales material developed and used by the Corporation in the marketplace must accurately and fairly describe the Corporation’s products and services, their features, functionality and capabilities. In making sales presentations, responding to questions or otherwise in the sales process, Corporation representatives are not to spread negative, unfounded, unsubstantiated, rumored or otherwise unreliable or hostile information about a competitor. If asked a direct question about a competitor, responses should be limited only to known facts about a competitor, not speculation or rumor or, indefensibly, falsehood.

In foreign markets the Corporation adheres to the United States Foreign Corrupt Practices Act that prohibits “special” payments to foreign governmental officials.

Corrective Action. As a means to enforce this Code of Conduct, all employees who are found in violation of any aspect of the Code of Conduct are subject to discipline, according to the Corporation’s Corrective Action Policy, up to and including discharge.

Accountability / Compliance

All employees, officers and directors of the Corporation are charged with the responsibility to comply with the Code of Conduct. This Code of Conduct must of necessity be self-enforcing. Nevertheless, violations of this Code of Conduct should be reported promptly to the Compliance Officer identified below. The Corporation, through the Audit Committee, has also established a procedure for reporting, including anonymously, of complaints or concerns about questionable financial, accounting or auditing matters. The Compliance Officer investigates all such violations and complaints and reports regarding such matters, as appropriate, to the Audit Committee. Those who do not choose to adhere to this Code of Conduct or who impede adherence by others should remove herself or himself from Fiserv voluntarily or they will subject themselves to the Corporation's Corrective Action Policy, as mentioned above.

No retribution will be taken against an employee or Director for providing information or assisting in an investigation the employee or Director reasonably believed constituted a violation of this Code of Conduct. Any employee or Director threatening, harassing, or in any way discriminating against another employee or Director for reporting such a matter in good faith will be disciplined.

To assure ongoing adherence to the Code of Conduct, the Board of Directors has appointed the head of Corporate Human Resources as its Compliance Officer to receive information concerning violations or alleged violations of this Code of Conduct, interpret and enforce the Code of Conduct, and assist employees in learning, understanding and accepting the Code of Conduct so that the Code of Conduct is applied in the daily conduct of their duties.

Fiserv employs both proactive and remedial measures to attempt to ensure compliance with its Code of Conduct by all members of the organization under the leadership of the Board of Directors and the Chief Executive Officer.

Annually, each appropriate officer or Director of the Corporation is required to disclose any potential conflicts of interest. For the protection of its information regarding the accounts, transactions, trade secrets or other business affairs of the company or its clients, each new employee of the Corporation is required to enter into a confidentiality agreement.

As a means to enforce its Code of Conduct, all employees who are found in violation of any aspect of the Code of Conduct will be subject to discipline, including according to the Corporation's Corrective Action Policy, up to and including discharge or removal.

Adoption / Publication

This Code of Conduct has been adopted by Fiserv's Board of Directors by a majority of the Directors on March 24, 2003 and amended on February 18, 2004. Fiserv's Board of Directors must similarly adopt any amendments to, or waivers of, this Code of Conduct.

In compliance with the Sarbanes-Oxley Act, this Code of Conduct is or will be published by inclusion as an exhibit to Fiserv's Annual Report on Form 10-K or by posting on Fiserv's website, www.Fiserv.com, in the area generally addressing Investor information. Any amendments to the Code of Conduct will be published by filing a Current Report on Form 8-K within five business days of such amendment or by posting such amendment, or a description of such amendment, on Fiserv's website.

Any waivers or implicit waivers duly approved by the Board of Directors will be published within five business days of the granting of such waiver, or such shorter time period as may be required by Securities and Exchange Commission rules, with a brief description of the nature of and reasons for the waiver, the name of the person to whom the waiver was granted and the date of the waiver by posting on Fiserv's website, www.Fiserv.com, in the area generally addressing Investor information or by filing a Current Report on Form 8-K. For purposes hereof, a "waiver" shall mean the approval by the Board of Directors of a material departure from a provision of this Code of Conduct and an "implicit waiver" shall mean Fiserv's failure to take action within a reasonable period of time regarding a material departure from a provision of this Code of Conduct that has been made known to an executive officer of Fiserv. Any waiver involving a related party transaction will also require the approval of the Audit Committee.

Conclusion

Fiserv is always seeking to do better and to improve. It will do so only through the efforts of its entire community.

Exhibit B

Cost of Capital

Cost of Capital Charge or (Benefit) = (8%* X Net Working Capital) + (5.5%** X Property and Equipment and Purchased Software) - interest income on outside investments

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* 8% represents the annual cost of capital rate.

** 5.5% represents the rate of interest that would equalize the lease vs. buy decision on fixed assets. This rate will be adjusted annually by Fiserv Corporate Finance if long-term interest rates fluctuate materially.

Net Working Capital is defined as the sum of controllable assets such as cash, investments, prepaids and other assets reduced by controllable liabilities such as accounts payable, accruals and deferred revenue. Net Working Capital excludes intercompany receivables/payables, fixed assets, purchased and capitalized software, acquisition intangibles (i.e., goodwill, customer base, non-competition agreements), accrued/deferred income taxes and capital lease obligations. Net Working Capital also excludes accrual of the Special Bonus.

Property and Equipment is defined as the net book value of land, buildings, leasehold improvements, furniture, fixtures, equipment, autos, and capitalized leased assets. This definition coincides with the classification on the balance sheet.

Purchased Software is defined as the net book value of purchased software and coincides with the classification on the balance sheet.

The monthly computation should use beginning of the month balances.

This cost of capital calculation may require amendment for business acquisitions.

Exhibit C

Fiserv Confidentiality Provisions

[logo of fiserv]

EMPLOYEE CONFIDENTIAL INFORMATION
AND DEVELOPMENT AGREEMENT

In consideration of my employment at Fiserv, Inc. and/or its affiliates ("Fiserv") or my continued employment at will by Fiserv, and the payment to me of the salary or other compensation that I receive during my employment, I agree as follows:

1. I will not, without Fiserv's prior written permission, disclose to anyone outside of Fiserv or use in any other way, either during or after my employment, any Fiserv confidential information or material, or any information or material received in confidence from third parties by Fiserv. I understand the unauthorized use of recording devices to record or disseminate confidential or trade secret information is strictly prohibited. "Recording device" means any device that is capable of capturing or recording sounds or images, including, but not limited to, cameras, camcorders, video devices, camera or video enabled cell phones, cassette recorders, and digital voice or image recorders. PDAs, MP3 and DVD devices, laptop computers, and other devices are included if they are equipped with any device or technology that has the capability to record images or sounds. If I leave Fiserv's employ, I will return all Fiserv property in my possession, including all confidential information and other proprietary material such as software, code, drawings, notebooks, reports, Developments, and customer lists.

2. I will not disclose to Fiserv any information or material that is confidential to others, or use such information in its business, or cause it to be used.

3. I will comply, and do all things necessary for Fiserv to comply, with the laws and regulations of all governments under which Fiserv does business, and with the provisions of contracts between any such government or its contractors and Fiserv that relate to intellectual property or to the safeguarding of confidential information or material.

4. I hereby assign to Fiserv my entire right, title, and interest in any idea, invention, design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship (collectively, "Developments"), hereafter made or conceived solely or jointly by me, or created wholly or in part by me, whether or not such Developments are patentable, copyrightable, or susceptible to other forms of protection. These Developments will relate to the actual or anticipated Fiserv business or research and development, and shall include any Development that may be suggested by me or result from any task assigned to me or work performed by me for or on Fiserv's behalf.

   The above provisions concerning assignment of Developments apply only while I am employed by Fiserv in an executive, managerial, product or technical planning, technical, research, programming, or engineering capacity (including without limitation, development, product, manufacturing, systems, consulting, support, and field testing).

   Excluded are any Developments that I cannot assign to Fiserv because of my prior agreement with____________________________________, effective until ____________________________________

   (Give name and date or write "none".)

   I acknowledge that the copyright and any other intellectual property right in designs, computer programs, and related documentation, and works of authorship, created within the scope of my employment, directly or indirectly, belong to Fiserv by operation of law.

5. In connection with any Developments assigned by Section 4 above, I will promptly: (a) disclose completely all facts regarding them to Fiserv; and (b) on Fiserv's request, execute a specific assignment of title to Fiserv, and do anything else reasonably necessary to enable Fiserv to secure a patent, copyright, or other form of protection related thereto.

6. Fiserv and their licensees (direct and indirect) are not required to designate me as author of any design, computer program, or related documentation, or other work of authorship assigned in Section 4 above when distributed publicly or otherwise, nor to make any distribution thereof. I waive and release, to the extent permitted by law, all my rights to the foregoing.

7. I have identified below all Developments not assigned by Section 4 above in which I have any right, title, or interest, and that were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

   If I do not have any to identify, I have written "none" on this line: ____________________

   (It is in your interest to establish that any of the above were made, conceived, or written before your employment by Fiserv. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish Fiserv to consider any of these items, you may contact the Fiserv Legal Department, which will provide you with instructions for submitting them to Fiserv.)

   (If you have entered "none" above, do <u>not</u> complete the following information.)

   Following are Developments not covered by Section 4, in which I have any right, title, or interest, and were previously conceived or written either wholly or in part by me, but not published and/or filed in any Patent Office.

   Description of Developments:

Title and Date on Document (if applicable)	Name of Witness on Document

8. I acknowledge Fiserv is entitled to an accounting and repayment of all profits, compensation, commission, and benefits that I directly or indirectly realize in connection with any breach of this Agreement; such remedy shall be in addition to and not limit Fiserv's right to injunctive relief under this Agreement in the event of any breach or threatened breach by you, directly or indirectly.

9. The term "affiliates" as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by Fiserv, Inc.

10. I agree not to engage in any activity that creates a conflict of interest with Fiserv's interests or interferes with my compliance with this Agreement.

11. This is my entire agreement with Fiserv relating to the subject matter hereof, and it supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements by or with Fiserv. I acknowledge receipt of a copy of this Agreement.

Employee's Full Name (please print)	Employee Signature	Date
Human Resources Manager	Signature	Date

Exhibit D

Agreements with Former Employer(s) of Employee

1. Offer Letter dated June 7, 1996 between Arun Maheshwari and Computer Sciences Corporation as successor in interest to Policy Management Systems Corporation
2. Employees Agreement Not to Divulge and Assignment of Interest dated June 6, 1996 between Arun Maheshwari and Computer Sciences Corporation as successor in interest to Policy Management Systems Corporation and its Subsidiaries
3. Computer Sciences Corporation Code of Ethics and Standards of Conduct
4. Computer Sciences Corporation Prospectus dated November 12, 2004 for 9,000,000 Shares of Common Stock Issuable Pursuant to 2004 Incentive Plan
5. Computer Sciences Corporation 2004 Incentive Plan
6. Stock Option Schedule N11 Additional Terms and Conditions

EXHIBIT 10.12

KEY EXECUTIVE EMPLOYMENT AND SEVERANCE AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of October, 2005, by and between Fiserv, Inc., a Wisconsin corporation (hereinafter referred to as the "Company"), and Arun Maheshwari (hereinafter referred to as the "Executive").

W I T N E S S E T H

WHEREAS, the Executive is employed by the Company and/or a subsidiary of the Company (hereinafter referred to collectively as the "Employer") in a key executive capacity and the Executive's services are valuable to the conduct of the business of the Company;

WHEREAS, the Company desires to continue to attract and retain dedicated and skilled management employees in a period of industry consolidation, consistent with achieving the best possible value for its shareholders in any change in control of the Company;

WHEREAS, the Company recognizes that circumstances may arise in which a change in control of the Company occurs, through acquisition or otherwise, thereby causing a potential conflict of interest between the Company's needs for the Executive to remain focused on the Company's business and for the necessary continuity in management prior to and following a change in control, and the Executive's reasonable personal concerns regarding future employment with the Employer and economic protection in the event of loss of employment as a consequence of a change in control;

WHEREAS, the Company and the Executive are desirous that any proposal for a change in control or acquisition of the Company will be considered by the Executive objectively and with reference only to the best interests of the Company and its shareholders;

WHEREAS, the Executive will be in a better position to consider the Company's best interests if the Executive is afforded reasonable economic security, as provided in this Agreement, against altered conditions of employment which could result from any such change in control or acquisition;

WHEREAS, the Executive possesses intimate knowledge of the business and affairs of the Company and has acquired certain confidential information and data with respect to the Company; and

WHEREAS, the Company desires to insure, insofar as possible, that it will continue to have the benefit of the Executive's services and to protect its confidential information and goodwill.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. Definitions.

(a) Accrued Benefits. The term "Accrued Benefits" shall include the following amounts, payable as described herein: (i) all base salary for the time period ending with the Termination Date; (ii) reimbursement for any and all monies advanced in connection with the Executive's employment for reasonable and necessary expenses incurred by the Executive on behalf of the Employer for the time period ending with the Termination Date; (iii) any and all other cash earned through the Termination Date and deferred at the election of the Executive or pursuant to any deferred compensation plan then in effect; (iv) notwithstanding any provision of any bonus or incentive compensation plan applicable to the Executive, a lump sum amount, in cash, equal to the sum of (A) any bonus or incentive compensation that has been allocated or awarded to the Executive for a fiscal year or other measuring period under the plan that ends prior to the Termination Date but has not yet been paid (pursuant to Section 5(f) or otherwise) and (B) a pro rata portion to the Termination Date of the aggregate value of all contingent bonus or incentive compensation awards to the Executive for all uncompleted periods under the plan calculated as to each such award as if the Goals with respect to such bonus or incentive compensation award had been attained; and (v) all other payments and benefits to which the Executive (or in the event of the Executive's death, the Executive's surviving spouse or other beneficiary) may be entitled on the Termination Date as compensatory fringe benefits or under the terms of any benefit plan of the Employer, excluding severance payments under any Employer severance policy, practice or agreement in effect on the Termination Date. Payment of Accrued Benefits shall be made promptly in accordance with the Company's prevailing practice with respect to clauses (i) and (ii) or, with respect to clauses (iii), (iv) and (v), pursuant to the terms of the benefit plan or practice establishing such benefits.

(b) Act. The term "Act" means the Securities Exchange Act of 1934, as amended.

(c) Affiliate and Associate. The terms "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule l2b-2 of the General Rules and Regulations under the Act.

(d) Annual Cash Compensation. The term "Annual Cash Compensation" shall mean the sum of (i) the Executive's Annual Base Salary (determined as of the time of the Change in Control of the Company or, if higher, immediately prior to the date the Notice of Termination is given) plus (ii) an amount equal to (A) if the Executive has been employed by the Company for three or more years prior to the Change in Control of the Company, the highest annual incentive bonus the Executive received for any of the three fiscal years prior to the Change in Control of the Company, or (B) if the Executive has not been employed by the Company for three or more years prior to the Change in Control of the Company, the greater of (x) 60% of the Executive's Annual Base Salary as of the time of the Change in Control of the Company or (y) the highest annual incentive bonus the Executive received for any of the two fiscal years prior to the Change in Control of the Company in which the Executive was employed by the Company (the aggregate amount set forth in clause (i) and clause (ii) shall hereafter be referred to as the "Annual Cash Compensation").

(e) Beneficial Owner. A Person shall be deemed to be the "Beneficial Owner" of any securities:

(i) which such Person or any of such Person's Affiliates or Associates has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; *provided, however,* that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (A) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase, or (B) securities issuable upon exercise of Rights issued pursuant to the terms of the Company's Shareholder Rights Agreement, dated as of February 24, 1998, between the Company and Equiserve Limited Partnership, as amended from time to time (or any successor to such Rights Agreement), at any time before the issuance of such securities;

(ii) which such Person or any of such Person's Affiliates or Associates, directly or indirectly, has the right to vote or dispose of or has "beneficial ownership" of (as determined pursuant to Rule l3d-3 of the General Rules and Regulations under the Act), including pursuant to any agreement, arrangement or understanding; *provided, however,* that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security under this clause (ii) as a result of an agreement, arrangement or understanding to vote such security if the agreement, arrangement or understanding: (A) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Act and (B) is not also then reportable on a Schedule l3D under the Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy as described in clause (ii) above) or disposing of any voting securities of the Company.

(f) Cause. "Cause" for termination by the Employer of the Executive's employment in connection with a Change in Control of the Company shall be limited to (i) the engaging by the Executive in intentional conduct not taken in good faith that the Company establishes, by clear and convincing evidence, has caused demonstrable and serious financial injury to the Employer, as evidenced by a determination in a binding and final judgment, order or decree of a court or administrative agency of competent jurisdiction, in effect after exhaustion or lapse of all rights of appeal, in an action, suit or proceeding, whether civil, criminal, administrative or investigative; (ii) conviction of a felony (as evidenced by binding and final judgment, order or decree of a court of competent jurisdiction, in effect after exhaustion of all rights of appeal), which substantially impairs the Executive's ability to perform his duties or responsibilities; or (iii) continuing willful and unreasonable refusal by the Executive to perform the Executive's duties or responsibilities (unless significantly changed without the Executive's consent).

(g) Change in Control of the Company. A “Change in Control of the Company” shall be deemed to have occurred if an event set forth in any one of the following paragraphs shall have occurred:

(i) any Person (other than (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under any employee benefit plan of the Company or any of its subsidiaries, (C) an underwriter temporarily holding securities pursuant to an offering of such securities or (D) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock in the Company (“Excluded Persons”)) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after November 14, 2001, pursuant to express authorization by the Board that refers to this exception) representing 20% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company’s then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Company then serving: (A) individuals who, on November 14, 2001 constituted the Board and (B) any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on November 14, 2001, or whose appointment, election or nomination for election was previously so approved (collectively the “Continuing Directors”); *provided, however,* that individuals who are appointed to the Board pursuant to or in accordance with the terms of an agreement relating to a merger, consolidation, or share exchange involving the Company (or any direct or indirect subsidiary of the Company) shall not be Continuing Directors for purposes of this Agreement until after such individuals are first nominated for election by a vote of at least two-thirds (2/3) of the then Continuing Directors and are thereafter elected as directors by the shareholders of the Company at a meeting of shareholders held following consummation of such merger, consolidation, or share exchange; *and, provided further,* that in the event the failure of any such persons appointed to the Board to be Continuing Directors results in a Change in Control of the Company, the subsequent qualification of such persons as Continuing Directors shall not alter the fact that a Change in Control of the Company occurred; or

(iii) the shareholders of the Company approve a merger, consolidation or share exchange of the Company with any other corporation or approve the issuance of voting securities of the Company in connection with a merger, consolidation or share exchange of the Company (or any direct or indirect subsidiary of the Company) pursuant to applicable stock exchange requirements, other than (A) a merger, consolidation or share exchange which would result in the voting securities of the Company outstanding immediately prior to such merger, consolidation or share exchange continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger, consolidation or share exchange, or (B) a merger, consolidation or share exchange effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than an Excluded Person) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates after November 14, 2001, pursuant to express authorization by the Board that refers to this exception) representing 20% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding voting securities; or

(iv) the shareholders of the Company approve of a plan of complete liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (in one transaction or a series of related transactions within any period of 24 consecutive months), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity at least 75% of the combined voting power of the voting securities of which are owned by Persons in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, no "Change in Control of the Company" shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to own, directly or indirectly, in the same proportions as their ownership in the Company, an entity that owns all or substantially all of the assets or voting securities of the Company immediately following such transaction or series of transactions.

(h) Code. The term "Code" means the Internal Revenue Code of 1986, including any amendments thereto or successor tax codes thereof.

(i) Covered Termination. Subject to Section 2(b), the term "Covered Termination" means any termination of the Executive's employment during the Employment Period where the Termination Date, or the date Notice of Termination is delivered, is any date prior to the end of the Employment Period.

(j) Employment Period. Subject to Section 2(b), the term "Employment Period" means a period commencing on the date of a Change in Control of the Company, and ending at 11:59 p.m. Central Time on the third anniversary of such date.

(k) Good Reason. The Executive shall have "Good Reason" for termination of employment in connection with a Change in Control of the Company in the event of:

(i) any breach of this Agreement by the Employer, including specifically any breach by the Employer of the agreements contained in Section 3(b), Section 4, Section 5, or Section 6, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith that the Employer remedies promptly after receipt of notice thereof given by the Executive;

(ii) any reduction in the Executive's base salary, percentage of base salary available as incentive compensation or bonus opportunity or benefits, in each case relative to those most favorable to the Executive in effect at any time during the 180-day period prior to the Change in Control of the Company or, to the extent more favorable to the Executive, those in effect at any time during the Employment Period;

(iii) the removal of the Executive from, or any failure to reelect or reappoint the Executive to, any of the positions held with the Employer on the date of the Change in Control of the Company or any other positions with the Employer to which the Executive shall thereafter be elected, appointed or assigned, except in the event that such removal or failure to reelect or reappoint relates to the termination by the Employer of the Executive's employment for Cause or by reason of disability pursuant to Section 12;

(iv) a good faith determination by the Executive that there has been a material adverse change, without the Executive's written consent, in the Executive's working conditions or status with the Employer relative to the most favorable working conditions or status in effect during the 180-day period prior to the Change in Control of the Company, or, to the extent more favorable to the Executive, those in effect at any time during the Employment Period, including but not limited to (A) a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities, or (B) a significant reduction in the level of support services, staff, secretarial and other assistance, office space and accoutrements, but in each case excluding for this purpose an isolated, insubstantial and inadvertent event not occurring in bad faith that the Employer remedies within ten (10) days after receipt of notice thereof given by the Executive;

(v) the relocation of the Executive's principal place of employment to a location more than 35 miles from the Executive's principal place of employment on the date 180 days prior to the Change in Control of the Company;

(vi) the Employer requires the Executive to travel on Employer business 20% in excess of the average number of days per month the Executive was required to travel during the 180-day period prior to the Change in Control of the Company; or

(vii) failure by the Company to obtain the Agreement referred to in Section 17(a) as provided therein.

(l) Person. The term "Person" shall mean any individual, firm, partnership, corporation or other entity, including any successor (by merger or otherwise) of such entity, or a group of any of the foregoing acting in concert.

(m) Termination Date. Except as otherwise provided in Section 2(b), Section 10(b), and Section 17(a), the term "Termination Date" means (i) if the Executive's employment is terminated by the Executive's death, the date of death; (ii) if the Executive's employment is terminated by reason of voluntary early retirement, as agreed in writing by the Employer and the Executive, the date of such early retirement which is set forth in such written agreement; (iii) if the Executive's employment is terminated for purposes of this Agreement by reason of disability pursuant to Section 12, the earlier of thirty days after the Notice of Termination is given or one day prior to the end of the Employment Period; (iv) if the Executive's employment is terminated by the Executive voluntarily (other than for Good Reason), the date the Notice of Termination is given; and (v) if the Executive's employment is terminated by the Employer (other than by reason of disability pursuant to Section 12) or by the Executive for Good Reason, the earlier of thirty days after the Notice of Termination is given or one day prior to the end of the Employment Period. Notwithstanding the foregoing,

(A) If termination is for Cause pursuant to Section 1(f)(iii) and if the Executive has cured the conduct constituting such Cause as described by the Employer in its Notice of Termination within such thirty-day or shorter period, then the Executive's employment hereunder shall continue as if the Employer had not delivered its Notice of Termination.

(B) If the Executive shall in good faith give a Notice of Termination for Good Reason and the Employer notifies the Executive that a dispute exists concerning the termination within the fifteen-day period following receipt thereof, then the Executive may elect to continue his or her employment during such dispute and the Termination Date shall be determined under this paragraph. If the Executive so elects and it is thereafter determined that Good Reason did exist, the Termination Date shall be the earliest of (1) the date on which the dispute is finally determined, either (x) by mutual written agreement of the parties or (y) in accordance with Section 22, (2) the date of the Executive's death or (3) one day prior to the end of the Employment Period. If the Executive so elects and it is thereafter determined that Good Reason did not exist, then the employment of the Executive hereunder shall continue after such determination as if the Executive had not delivered the Notice of Termination asserting Good Reason and there shall be no Termination Date arising out of such Notice. In either case, this Agreement continues, until the Termination Date, if any, as if the

Executive had not delivered the Notice of Termination except that, if it is finally determined that Good Reason did exist, the Executive shall in no case be denied the benefits described in Section 9 (including a Termination Payment) based on events occurring after the Executive delivered his Notice of Termination.

(C) Except as provided in Section 1(m)(B), if the party receiving the Notice of Termination notifies the other party that a dispute exists concerning the termination within the appropriate period following receipt thereof and it is finally determined that the reason asserted in such Notice of Termination did not exist, then (1) if such Notice was delivered by the Executive, the Executive will be deemed to have voluntarily terminated his employment and the Termination Date shall be the earlier of the date fifteen days after the Notice of Termination is given or one day prior to the end of the Employment Period and (2) if delivered by the Company, the Company will be deemed to have terminated the Executive other than by reason of death, disability or Cause.

2. Termination or Cancellation Prior to Change in Control.

(a) Subject to Section 2(b), the Employer and the Executive shall each retain the right to terminate the employment of the Executive at any time prior to a Change in Control of the Company. Subject to Section 2(b), in the event the Executive's employment is terminated prior to a Change in Control of the Company, this Agreement shall be terminated and cancelled and of no further force and effect, and any and all rights and obligations of the parties hereunder shall cease.

(b) Anything in this Agreement to the contrary notwithstanding, if a Change in Control of the Company occurs and if the Executive's employment with the Employer is terminated (other than a termination due to the Executive's death or as a result of the Executive's disability) during the period of 180 days prior to the date on which the Change in Control of the Company occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control of the Company or (ii) otherwise arose in connection with or in anticipation of a Change in Control of the Company, then for all purposes of this Agreement such termination of employment shall be deemed a "Covered Termination," "Notice of Termination" shall be deemed to have been given, and the "Employment Period" shall be deemed to have begun on the date of such termination which shall be deemed to be the "Termination Date" and the date of the Change of Control of the Company for purposes of this Agreement.

3. Employment Period; Vesting of Certain Benefits.

(a) If a Change in Control of the Company occurs when the Executive is employed by the Employer, the Employer will continue thereafter to employ the Executive during the Employment Period, and the Executive will remain in the employ of the Employer in accordance with and subject to the terms and provisions of this Agreement. Any termination of the Executive's employment during the Employment Period, whether by the Company or the Employer, shall be deemed a termination by the Company for purposes of this Agreement.

(b) If a Change in Control of the Company occurs when the Executive is employed by the Employer, (i) the Company shall cause all restrictions on restricted stock awards made to the Executive prior to the Change in Control of the Company to lapse such that the Executive is fully and immediately vested in the Executive's restricted stock upon such a Change in Control of the Company; and (ii) the Company shall cause all stock options granted to the Executive prior to the Change in Control of the Company pursuant to the Company's stock option plan(s) to be fully and immediately vested upon such a Change in Control of the Company.

4. Duties. During the Employment Period, the Executive shall, in the same capacities and positions held by the Executive at the time of the Change in Control of the Company or in such other capacities and positions as may be agreed to by the Employer and the Executive in writing, devote the Executive's best efforts and all of the Executive's business time, attention and skill to the business and affairs of the Employer, as such business and affairs now exist and as they may hereafter be conducted; provided, however, that the Executive shall be entitled (a) to serve as director of other corporations and (b) to devote time to personal and financial activities, in each case so long as such activities do not materially affect the Executive's ability to perform the Executive's duties hereunder.

5. Compensation. During the Employment Period, the Executive shall be compensated as follows:

(a) The Executive shall receive, at reasonable intervals (but not less often than monthly) and in accordance with such standard policies as may be in effect immediately prior to the Change in Control of the Company, an annual base salary in cash equivalent of not less than twelve times the Executive's highest monthly base salary for the twelve-month period immediately preceding the month in which the Change in Control of the Company occurs or, if higher, an annual base salary at the rate in effect immediately prior to the Change in Control of the Company (which base salary shall, unless otherwise agreed in writing by the Executive, include the current receipt by the Executive of any amounts which, prior to the Change in Control of the Company, the Executive had elected to defer, whether such compensation is deferred under Section 401(k) of the Code or otherwise), subject to adjustment as hereinafter provided in Section 6 (such salary amount as adjusted upward from time to time is hereafter referred to as the "Annual Base Salary").

(b) The Executive shall receive fringe benefits at least equal in value to the highest value of such benefits provided for the Executive at any time during the 180-day period immediately prior to the Change in Control of the Company or, if more favorable to the Executive, those provided generally at any time during the Employment Period to any executives of the Employer of comparable status and position to the Executive; and shall be reimbursed, at such intervals and in accordance with such standard policies that are most favorable to the Executive that were in effect at any time during the 180-day period immediately prior to the Change in Control of the Company, for any and all monies advanced in connection with the Executive's employment for reasonable and necessary expenses incurred by the Executive on behalf of the Employer, including travel expenses.

(c) The Executive and/or the Executive's family, as the case may be, shall be included, to the extent eligible thereunder (which eligibility shall not be conditioned on the

Executive's salary grade or on any other requirement which excludes persons of comparable status to the Executive unless such exclusion was in effect for such plan or an equivalent plan at any time during the 180-day period immediately prior to the Change in Control of the Company), in any and all plans providing benefits for the Employer's salaried employees in general, including but not limited to group life insurance, hospitalization, medical, dental, profit sharing and stock bonus plans; *provided, that,* (i) in no event shall the aggregate level of benefits under such plans in which the Executive is included be less than the aggregate level of benefits under plans of the Employer of the type referred to in this Section 5(c) in which the Executive was participating at any time during the 180-day period immediately prior to the Change in Control of the Company and (ii) in no event shall the aggregate level of benefits under such plans be less than the aggregate level of benefits under plans of the type referred to in this Section 5(c) provided at any time after the Change in Control of the Company to any executive of the Employer of comparable status and position to the Executive.

(d) The Executive shall annually be entitled to not less than the amount of paid vacation and not fewer than the highest number of paid holidays to which the Executive was entitled annually at any time during the 180-day period immediately prior to the Change in Control of the Company or such greater amount of paid vacation and number of paid holidays as may be made available annually to other executives of the Employer of comparable status and position to the Executive at any time during the Employment Period.

(e) The Executive shall be included in all plans providing additional benefits to executives of the Employer of comparable status and position to the Executive, including but not limited to deferred compensation, split-dollar life insurance, supplemental retirement, stock option, stock appreciation, stock bonus and similar or comparable plans; *provided, that,* (i) in no event shall the aggregate level of benefits under such plans be less than the highest aggregate level of benefits under plans of the Employer of the type referred to in this Section 5(e) in which the Executive was participating at any time during the 180-day period immediately prior to the Change in Control of the Company; (ii) in no event shall the aggregate level of benefits under such plans be less than the aggregate levels of benefits under plans of the type referred to in this Section 5(e) provided at any time after the Change in Control of the Company to any executive of the Employer comparable in status and position to the Executive; and (iii) the Employer's obligation to include the Executive in bonus or incentive compensation plans shall be determined by Section 5(f).

(f) To assure that the Executive will have an opportunity to earn incentive compensation after a Change in Control of the Company, the Executive shall be included in a bonus plan of the Employer which shall satisfy the standards described below (such plan, the "Bonus Plan"). Bonuses under the Bonus Plan shall be payable with respect to achieving such financial or other goals reasonably related to the business of the Employer as the Employer shall establish (the "Goals"), all of which Goals shall be attainable, prior to the end of the Employment Period, with approximately the same degree of probability as the most attainable goals under the Employer's bonus plan or plans as in effect at any time during the 180-day period immediately prior to the Change in Control of the Company (whether one or more, the "Company Bonus Plan") and in view of the Employer's existing and projected financial and business circumstances applicable at the time. The amount of the bonus (the "Bonus Amount") that the Executive is eligible to earn under the Bonus Plan shall be no less than the amount of the Executive's maximum award provided in such Company Bonus Plan (such bonus amount herein referred to as the "Targeted Bonus"), and in the event the Goals are not achieved such that the entire Targeted Bonus is not payable, the Bonus Plan shall provide for a payment of a Bonus Amount equal to a portion of the Targeted Bonus reasonably related to that portion of the Goals which were achieved. Payment of the Bonus Amount shall not be affected by any circumstance occurring subsequent to the end of the Employment Period, including termination of the Executive's employment.

6. Annual Compensation Adjustments. During the Employment Period, the Board of Directors of the Company (or an appropriate committee thereof) will consider and appraise, at least annually, the contributions of the Executive to the Company, and in accordance with the Company's practice prior to the Change in Control of the Company, due consideration shall be given to the upward adjustment of the Executive's Annual Base Salary, at least annually, (a) commensurate with increases generally given to other executives of the Company of comparable status and position to the Executive, and (b) as the scope of the Company's operations or the Executive's duties expand.

7. Termination For Cause or Without Good Reason. If there is a Covered Termination for Cause or due to the Executive's voluntarily terminating his or her employment other than for Good Reason (any such terminations to be subject to the procedures set forth in Section 13), then the Executive shall be entitled to receive only Accrued Benefits.

8. Termination Giving Rise to a Termination Payment. If there is a Covered Termination by the Executive for Good Reason, or by the Company other than by reason of (i) death, (ii) disability pursuant to Section 12, or (iii) Cause (any such terminations to be subject to the procedures set forth in Section 13), then the Executive shall be entitled to receive, and the Company shall promptly pay, Accrued Benefits and, in lieu of further base salary for periods following the Termination Date, as liquidated damages and additional severance pay and in consideration of the covenant of the Executive set forth in Section 14(a), the Termination Payment pursuant to Section 9(a).

9. Payments Upon Termination.

(a) Termination Payment.

(i) Subject to Section 9(a)(ii), the "Termination Payment" shall be an amount equal to the Annual Cash Compensation times two (2). The Termination Payment shall be paid to the Executive in cash equivalent ten (10) business days after the Termination Date. Such lump sum payment shall not be reduced by any present value or similar factor, and the Executive shall not be required to mitigate the amount of the Termination Payment by securing other employment or otherwise, nor will such Termination Payment be reduced by reason of the Executive securing other employment or for any other reason. The Termination Payment shall be in lieu of, and acceptance by the Executive of the Termination Payment shall constitute the Executive's release of any rights of the Executive to, any other cash severance payments under any Company severance policy, practice or agreement.

(ii) Notwithstanding any other provision of this Agreement, if any portion of the Termination Payment or any other payment under this Agreement, or under any other agreement with or plan of the Employer (in the aggregate, "Total Payments"), would constitute an "excess parachute payment," then the Executive shall have the option to have the Total Payments to be made to the Executive reduced such that the value of the aggregate Total Payments that the Executive is entitled to receive shall be One Dollar ($1) less than the maximum amount which the Executive may receive without becoming subject to the tax imposed under Section 4999 of the Code (or any successor provision). For purposes of this Agreement, the terms "excess parachute payment" and "parachute payments" shall have the meanings assigned to them in Section 280G of the Code (or any successor provision) and such "parachute payments" shall be valued as provided therein. Present value for purposes of this Agreement shall be calculated in accordance with Section 1274(b)(2) of the Code (or any successor provision). Within forty days following a Covered Termination or notice by one party to the other of its belief that there is a payment or benefit due the Executive that will result in an "excess parachute payment" as defined in Section 280G of the Code (or any successor provision), the Executive and the Company, at the Company's expense, shall obtain the opinion (which need not be unqualified) of nationally recognized tax counsel ("National Tax Counsel") selected by the Company's independent auditors and reasonably acceptable to the Executive (which may be regular outside counsel to the Company), which opinion sets forth (A) the amount of the Base Period Income, (B) the amount and present value of Total Payments, (C) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to this Section 9(a)(ii) and (D) the net after-tax proceeds to the Executive, taking into account the tax imposed under Section 4999 of the Code if (x) the Total Payments were reduced in accordance with the first sentence of this Section 9(a)(ii) or (y) the Total Payments were not so reduced. As used in this Agreement, the term "Base Period Income" means an amount equal to the Executive's "annualized includable compensation for the base period" as defined in Section 280G(d)(1) of the Code. For purposes of such opinion, the value of any noncash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of Section 280G(d)(3) and (4) of the Code (or any successor provisions), which determination shall be evidenced in a certificate of such auditors addressed to the Company and the Executive. The opinion of National Tax Counsel shall be addressed to the Company and the Executive and shall be binding upon the Company and the Executive. If such National Tax Counsel opinion determines that there would be an excess parachute payment, then, at the Executive's option, then, at the Executive's sole discretion, the Termination Payment hereunder or any other payment or benefit determined by such counsel to be includable in Total Payments may be reduced or eliminated as specified by the Executive in writing delivered to the Company within thirty days of his receipt of such opinion so that under the bases of calculations set forth in such opinion there will be no excess parachute payment. If such National Tax Counsel so requests in connection with the opinion required by this Section 9(a), the Executive and the Company shall obtain, at the Company's expense, and the National Tax Counsel may rely on, the advice of a firm of recognized executive compensation consultants as to the reasonableness of any item of compensation to be received by the Executive solely with respect to its status under Section 280G of the Code and the regulations thereunder.

(iii) The Company agrees to bear all costs associated with, and to indemnify and hold harmless, the National Tax Counsel of and from any and all claims, damages, and expenses resulting from or relating to its determinations pursuant to this Section 9(a), except for claims, damages or expenses resulting from the gross negligence or willful misconduct of such firm.

(b) Additional Benefits. If there is a Covered Termination and the Executive is entitled to Accrued Benefits and the Termination Payment, then the Company shall provide to the Executive the following additional benefits:

(i) The Executive shall receive, at the expense of the Company, outplacement services, on an individualized basis at a level of service commensurate with the Executive's status with the Company immediately prior to the date of the Change in Control of the Company (or, if higher, immediately prior to the termination of the Executive's employment), provided by a nationally recognized executive placement firm selected by the Company; *provided that* the cost to the Company of such services shall not exceed 10% of the Executive's Annual Base Salary.

(ii) Until the earlier of the end of the Employment Period or such time as the Executive has obtained new employment and is covered by benefits which in the aggregate are at least equal in value to the following benefits, the Executive shall continue to be covered, at the expense of the Company, by the same or equivalent life insurance, hospitalization, medical and dental coverage as was required hereunder with respect to the Executive immediately prior to the date the Notice of Termination is given.

(iii) The Company shall reimburse the Executive for up to $15,000 in the aggregate of fees and expenses of consultants and/or legal or accounting advisors engaged by the Executive to advise the Executive as to matters relating to the computation of benefits due and payable under this Section 9.

(iv) The Company shall cause all performance plan awards granted to the Executive pursuant to any long-term incentive plan maintained by the Company to be paid out at target, as if all performance requirements had been satisfied, on a pro rata basis based on the completed portion of each award cycle.

10. Death.

(a) Except as provided in Section 10(b), in the event of a Covered Termination due to the Executive's death, the Executive's estate, heirs and beneficiaries shall receive all the Executive's Accrued Benefits through the Termination Date.

(b) In the event the Executive dies after a Notice of Termination is given (i) by the Company or (ii) by the Executive for Good Reason, the Executive's estate, heirs and beneficiaries shall be entitled to the benefits described in Section 10(a) and, subject to the provisions of this Agreement, to such Termination Payment as the Executive would have been entitled to had the Executive lived. For purposes of this Section 10(b), the Termination Date shall be the earlier of thirty days following the giving of the Notice of Termination, subject to extension pursuant to Section 1(m), or one day prior to the end of the Employment Period.

11. Retirement. If, during the Employment Period, the Executive and the Employer shall execute an agreement providing for the early retirement of the Executive from the Employer, or the Executive shall otherwise give notice that he is voluntarily choosing to retire early from the Employer, the Executive shall receive Accrued Benefits through the Termination Date; *provided, that* if the Executive's employment is terminated by the Executive for Good Reason or by the Company other than by reason of death, disability or Cause and the Executive also, in connection with such termination, elects voluntary early retirement, the Executive shall also be entitled to receive a Termination Payment pursuant to Section 8.

12. Termination for Disability. If, during the Employment Period, as a result of the Executive's disability due to physical or mental illness or injury (regardless of whether such illness or injury is job-related), the Executive shall have been absent from the Executive's duties hereunder on a full-time basis for a period of six consecutive months and, within thirty days after the Company notifies the Executive in writing that it intends to terminate the Executive's employment (which notice shall not constitute the Notice of Termination contemplated below), the Executive shall not have returned to the performance of the Executive's duties hereunder on a full-time basis, the Company may terminate the Executive's employment for purposes of this Agreement pursuant to a Notice of Termination given in accordance with Section 13. If the Executive's employment is terminated on account of the Executive's disability in accordance with this Section, the Executive shall receive Accrued Benefits through the Termination Date and shall remain eligible for all benefits provided by any long term disability programs of the Company in effect at the time of such termination.

13. Termination Notice and Procedure. Any Covered Termination by the Company or the Executive (other than a termination of the Executive's employment that is a Covered Termination by virtue of Section 2(b)) shall be communicated by a written notice of termination ("Notice of Termination") to the Executive, if such Notice is given by the Company, and to the Company, if such Notice is given by the Executive, all in accordance with the following procedures and those set forth in Section 23:

(a) If such termination is for disability, Cause or Good Reason, the Notice of Termination shall indicate in reasonable detail the facts and circumstances alleged to provide a basis for such termination.

(b) Any Notice of Termination by the Company shall have been approved, prior to the giving thereof to the Executive, by a resolution duly adopted by a majority of the directors of the Company (or any successor corporation) then in office.

(c) If the Notice is given by the Executive for Good Reason, the Executive may cease performing his duties hereunder on or after the date fifteen days after the delivery of Notice of Termination and shall in any event cease employment on the Termination Date. If the Notice is given by the Company, then the Executive may cease performing his duties hereunder on the date of receipt of the Notice of Termination, subject to the Executive's rights hereunder.

(d) The Executive shall have thirty days, or such longer period as the Company may determine to be appropriate, to cure any conduct or act, if curable, alleged to provide grounds for termination of the Executive's employment for Cause under this Agreement pursuant to Section 1(f)(iii).

(e) The recipient of any Notice of Termination shall personally deliver or mail in accordance with Section 23 written notice of any dispute relating to such Notice of Termination to the party giving such Notice within fifteen days after receipt thereof; *provided, however,* that if the Executive's conduct or act alleged to provide grounds for termination by the Company for Cause is curable, then such period shall be thirty days. After the expiration of such period, the contents of the Notice of Termination shall become final and not subject to dispute.

14. Further Obligations of the Executive.

(a) Competition. The Executive agrees that, in the event of any Covered Termination where the Executive is entitled to Accrued Benefits and the Termination Payment, the Executive shall not, for a period expiring six months after the Termination Date, without the prior written approval of the Company's Board of Directors, participate in the management of, be employed by or own any business enterprise at a location within the United States that engages in substantial competition with the Company or its subsidiaries, where such enterprise's revenues from any competitive activities amount to 10% or more of such enterprise's net revenues and sales for its most recently completed fiscal year; *provided, however,* that nothing in this Section 14(a) shall prohibit the Executive from owning stock or other securities of a competitor amounting to less than five percent of the outstanding capital stock of such competitor.

(b) Confidentiality. During and following the Executive's employment by the Company, the Executive shall hold in confidence and not directly or indirectly disclose or use or copy or make lists of any confidential information or proprietary data of the Company (including that of the Employer), except to the extent authorized in writing by the Board of Directors of the Company or required by any court or administrative agency, other than to an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of duties as an executive of the Company. Confidential information shall not include any information known generally to the public or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that of the Company. All records, files, documents and materials, or copies thereof, relating to the business of the Company which the Executive shall prepare, or use, or come into contact with, shall be and remain the sole property of the Company and shall be promptly returned to the Company upon termination of employment with the Company.

(c) No Solicitation. The Executive agrees that, in the event of any Covered Termination where the Executive is entitled to Accrued Benefits and the Termination Payment, the Executive shall not, for a period expiring two years after the Termination Date, without the prior written approval of the Company's Board of Directors, hire or solicit for employment any person who is or was employed by the Company during the then immediately preceding twelve months, other than pursuant to a general published solicitation of employment.

15. Expenses and Interest. If, after a Change in Control of the Company, (a) a dispute arises with respect to the enforcement of the Executive's rights under this Agreement or (b) any legal or arbitration proceeding shall be brought to enforce or interpret any provision contained herein or to recover damages for breach hereof, in either case so long as the Executive is not acting in bad faith, then the Company shall reimburse the Executive for any reasonable attorneys' fees and necessary costs and disbursements incurred as a result of the dispute, legal or arbitration proceeding ("Expenses"), and prejudgment interest on any money judgment or arbitration award obtained by the Executive calculated at the rate of interest announced by The Bank of New York, from time to time at its prime or base lending rate from the date that payments to him or her should have been made under this Agreement. Within ten days after the Executive's written request therefor, the Company shall pay to the Executive, or such other person or entity as the Executive may designate in writing to the Company, the Executive's reasonable Expenses in advance of the final disposition or conclusion of any such dispute, legal or arbitration proceeding.

16. Payment Obligations Absolute. The Company's obligation during and after the Employment Period to pay the Executive the amounts and to make the benefit and other arrangements provided herein shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any setoff, counterclaim, recoupment, defense or other right which the Company may have against him or anyone else. Except as provided in Section 15, all amounts payable by the Company hereunder shall be paid without notice or demand. Each and every payment made hereunder by the Company shall be final, and the Company will not seek to recover all or any part of such payment from the Executive, or from whomsoever may be entitled thereto, for any reason whatsoever.

17. Successors.

(a) If the Company sells, assigns or transfers all or substantially all of its business and assets to any Person or if the Company merges into or consolidates or otherwise combines (where the Company does not survive such combination) with any Person (any such event, a "Sale of Business"), then the Company shall assign all of its right, title and interest in this Agreement as of the date of such event to such Person, and the Company shall cause such Person, by written agreement in form and substance reasonably satisfactory to the Executive, to expressly assume and agree to perform from and after the date of such assignment all of the terms, conditions and provisions imposed by this Agreement upon the Company. Failure of the Company to obtain such agreement prior to the effective date of such Sale of Business shall be a breach of this Agreement constituting "Good Reason" hereunder, except that for purposes of implementing the foregoing the date upon which such Sale of Business becomes effective shall be deemed the Termination Date. In case of such assignment by the Company and of assumption and agreement by such Person, as used in this Agreement, "Company" shall thereafter mean such Person which executes and delivers the agreement provided for in this Section 17 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law, and this Agreement shall inure to the benefit of, and be enforceable by, such Person. The Executive shall, in his or her discretion, be entitled to proceed against any or all of such Persons, any Person which theretofore was such a successor to the Company and the Company (as so defined) in any action to enforce any rights of the Executive hereunder. Except as provided in this Section 17(a), this Agreement shall not be assignable by the Company. This Agreement shall not be terminated by the voluntary or involuntary dissolution of the Company.

(b) This Agreement and all rights of the Executive shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, heirs and beneficiaries. All amounts payable to the Executive under Sections 7, 8, 9, 10, 11, 12 and 15 if the Executive had lived shall be paid, in the event of the Executive's death, to the Executive's estate, heirs and representatives; *provided, however,* that the foregoing shall not be construed to modify any terms of any benefit plan of the Employer, as such terms are in effect on the date of the Change in Control of the Company, that expressly govern benefits under such plan in the event of the Executive's death.

18. Severability. The provisions of this Agreement shall be regarded as divisible, and if any of said provisions or any part hereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts hereof and the applicability thereof shall not be affected thereby.

19. Contents of Agreement; Waiver of Rights; Amendment. This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and the Executive hereby waives all rights under, any prior or other agreement or understanding between the parties with respect to such subject matter. This Agreement may not be amended or modified at any time except by written instrument executed by the Company and the Executive.

20. Withholding. The Company shall be entitled to withhold from amounts to be paid to the Executive hereunder any federal, state or local withholding or other taxes or charges which it is from time to time required to withhold; *provided, that* the amount so withheld shall not exceed the minimum amount required to be withheld by law. The Company shall be entitled to rely on an opinion of the National Tax Counsel if any question as to the amount or requirement of any such withholding shall arise.

21. Certain Rules of Construction. No party shall be considered as being responsible for the drafting of this Agreement for the purpose of applying any rule construing ambiguities against the drafter or otherwise. No draft of this Agreement shall be taken into account in construing this Agreement. Any provision of this Agreement which requires an agreement in writing shall be deemed to require that the writing in question be signed by the Executive and an authorized representative of the Company.

22. Governing Law; Resolution of Disputes. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any dispute arising out of this Agreement shall, at the Executive's election, be determined by arbitration under the rules of the American Arbitration Association then in effect (in which case both parties shall be bound by the arbitration award) or by litigation. Whether the dispute is to be settled by arbitration or litigation, the venue for the arbitration or litigation shall be Milwaukee, Wisconsin or, at the Executive's election, if the Executive is not then residing or working in the Milwaukee, Wisconsin metropolitan area, in the judicial district encompassing the

city in which the Executive resides; *provided, that,* if the Executive is not then residing in the United States, the election of the Executive with respect to such venue shall be either Milwaukee, Wisconsin or in the judicial district encompassing that city in the United States among the thirty cities having the largest population (as determined by the most recent United States Census data available at the Termination Date) which is closest to the Executive's residence. The parties consent to personal jurisdiction in each trial court in the selected venue having subject matter jurisdiction notwithstanding their residence or situs, and each party irrevocably consents to service of process in the manner provided hereunder for the giving of notices.

23. Notice. Notices given pursuant to this Agreement shall be in writing and, except as otherwise provided by Section 13(d), shall be deemed given when actually received by the Executive or actually received by the Company's Secretary or any officer of the Company other than the Executive. If mailed, such notices shall be mailed by United States registered or certified mail, return receipt requested, addressee only, postage prepaid, if to the Company, to Fiserv, Inc., Attention: Secretary (or President, if the Executive is then Secretary), 255 Fiserv Drive, Brookfield, Wisconsin 53045, or if to the Executive, at the address set forth below the Executive's signature to this Agreement, or to such other address as the party to be notified shall have theretofore given to the other party in writing.

24. No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

25. Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

26. Payments. It is intended that any amounts payable under this Agreement and the Company's and Executive's exercise of authority or discretion hereunder shall comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) so as not to subject Executive to the payment of any interest or additional tax imposed under Section 409A of the Code. In furtherance of this intent, (a) the Termination Payment shall be paid no later than the 15th day of the third month following the calendar year in which the Executive's termination of employment giving rise to such payment occurs (or such earlier date as may apply to cause the lump sum payment to qualify as a "short-term deferral" under Section 409A of the Code), unless due to the circumstances giving rise to such lump sum payment the payment thereof must be delayed for six months in order to meet the requirements of Section 409A(a)(2)(B) of the Code applicable to "specified employees," and (b) to the extent that any Treasury regulations, guidance or changes to Section 409A after the date of this Agreement would result in the Executive becoming subject to interest and additional tax under Section 409A of the Code, the Company and Executive agree to amend this Agreement in order to bring this Agreement into compliance with Code Section 409A.

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

FISERV, INC.

By:	/s/ Leslie M. Muma
Its:	President & C.E.O.
Attest:	/s/ Charles W. Sprague
Its:	Secretary

EXECUTIVE:

/s/ Arun Maheshwari (SEAL)

Address: 505 Avellino Isles Circle, #38102
Naples, FL 34119

Fiserv, Inc and Subsidiaries
2005 Annual Report

CONSOLIDATED STATEMENTS OF INCOME

(In thousands, except per share data) *Years ended December 31,*	2005	2004	2003
REVENUES:			
Processing and services	**$ 2,891,552**	$ 2,739,732	$ 2,420,728
Product	**1,167,926**	990,014	504,639
TOTAL REVENUES	**4,059,478**	3,729,746	2,925,367
EXPENSES:			
Cost of processing and services	**1,855,247**	1,822,733	1,659,923
Cost of product	**942,708**	795,965	351,395
Selling, general and administrative	**516,127**	451,488	392,227
TOTAL EXPENSES	**3,314,082**	3,070,186	2,403,545
OPERATING INCOME	**745,396**	659,560	521,822
Interest expense	**(27,828)**	(24,902)	(22,895)
Interest income	**13,561**	6,708	7,340
Realized gain from sale of investments	**86,822**	—	—
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	**817,951**	641,366	506,267
Income tax provision	**306,594**	246,468	197,444
INCOME FROM CONTINUING OPERATIONS	**511,357**	394,898	308,823
INCOME (LOSS) FROM DISCONTINUED OPERATIONS, NET OF INCOME TAXES	**5,081**	(17,256)	6,189
NET INCOME	**$ 516,438**	$ 377,642	$ 315,012
BASIC NET INCOME (LOSS) PER SHARE:			
Continuing operations	**$ 2.71**	$ 2.03	$ 1.60
Discontinued operations	**0.03**	(0.09)	0.03
Total	**$ 2.74**	$ 1.94	$ 1.63
DILUTED NET INCOME (LOSS) PER SHARE:			
Continuing operations	**$ 2.68**	$ 2.00	$ 1.58
Discontinued operations	**0.03**	(0.09)	0.03
Total	**$ 2.70**	$ 1.91	$ 1.61
SHARES USED IN COMPUTING NET INCOME (LOSS) PER SHARE:			
Basic	**188,807**	194,981	193,240
Diluted	**190,967**	197,287	195,937

See notes to consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

(Dollars in thousands) *December 31,*	2005	2004
ASSETS		
Cash and cash equivalents	**$ 184,471**	$ 516,127
Accounts receivable, less allowance for doubtful accounts	**553,402**	437,764
Prepaid expenses and other assets	**105,782**	100,810
Investments	**2,126,538**	1,984,536
Property and equipment, net	**226,013**	200,709
Intangible assets, net	**593,808**	532,539
Goodwill	**2,249,502**	1,859,347
Assets of discontinued operations held for sale	**—**	2,751,517
TOTAL	**$ 6,039,516**	$ 8,383,349
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	**$ 241,751**	$ 202,616
Short-term borrowings	**—**	100,000
Accrued expenses	**365,651**	363,513
Accrued income taxes	**4,266**	44,955
Deferred revenues	**240,105**	226,080
Customer funds held and retirement account deposits	**1,960,626**	1,829,639
Deferred income taxes	**165,992**	134,330
Long-term debt	**595,385**	505,327
Liabilities of discontinued operations held for sale	**—**	2,412,467
TOTAL LIABILITIES	**3,573,776**	5,818,927
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY		
Preferred stock, no par value: 25,000,000 shares authorized; none issued	**—**	—
Common stock, $0.01 par value: 450,000,000 shares authorized; 197,507,892 and 195,940,360 shares issued	**1,975**	1,959
Additional paid-in capital	**693,715**	679,573
Accumulated other comprehensive income	**1,321**	26,695
Accumulated earnings	**2,436,977**	1,920,539
Treasury stock, at cost, 15,753,675 and 1,691,500 shares	**(668,248)**	(64,344)
TOTAL SHAREHOLDERS' EQUITY	**2,465,740**	2,564,422
TOTAL	**$ 6,039,516**	$ 8,383,349

See notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In thousands)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Comprehensive Income	Accumulated Other Comprehensive Income	Accumulated Earnings	Treasury Stock Shares	Treasury Stock Amount
Balance at December 31, 2002	192,450	$1,924	$599,700		$ 23,882	$1,227,885	805	$ (25,722)
Net income				$ 315,012		315,012		
Foreign currency translation				1,078	1,078			
Change in unrealized gains on available-for-sale investments - net of tax				(927)	(927)			
Reclassification adjustment for realized investment gains included in net income - net of tax				(10,264)	(10,264)			
Fair market value adjustment on cash flow hedges - net of tax				3,576	3,576			
Comprehensive income				$ 308,475				
Shares issued under stock plans including income tax benefits	1,265	13	20,411				(362)	11,761
Shares issued for acquired companies	545	6	17,512				(443)	13,961
Balance at December 31, 2003	194,260	1,943	637,623		17,345	1,542,897	—	—
Net income				$ 377,642		377,642		
Foreign currency translation				634	634			
Change in unrealized gains on available-for-sale investments - net of tax				3,253	3,253			
Fair market value adjustment on cash flow hedges - net of tax				5,463	5,463			
Comprehensive income				$ 386,992				
Shares issued under stock plans including income tax benefits	1,680	16	41,950					
Purchase of treasury stock							1,692	(64,344)
Balance at December 31, 2004	195,940	1,959	679,573		26,695	1,920,539	1,692	(64,344)
Net income				**$ 516,438**		**516,438**		
Foreign currency translation				**767**	**767**			
Change in unrealized gains on available-for-sale investments - net of tax				**(228)**	**(228)**			
Reclassification adjustment for realized investment gains included in net income - net of tax				**(31,902)**	**(31,902)**			
Fair market value adjustment on cash flow hedges - net of tax				**5,989**	**5,989**			
Comprehensive income				**$ 491,064**				
Shares issued under stock plans including income tax benefits	**1,568**	**16**	**14,142**				**(1,171)**	**48,671**
Purchase of treasury stock							**15,233**	**(652,575)**
Balance at December 31, 2005	**197,508**	**$1,975**	**$693,715**		**$ 1,321**	**$2,436,977**	**15,754**	**$(668,248)**

See notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands) *Years ended December 31,*	2005	2004	2003
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	**$ 516,438**	$ 377,642	$ 315,012
Adjustment for discontinued operations	**(5,081)**	17,256	(6,189)
Adjustments to reconcile income from continuing operations to net cash provided by operating activities from continuing operations:			
Realized gain from sale of investments	**(86,822)**	—	—
Deferred income taxes	**19,183**	23,022	27,488
Depreciation and amortization	**179,179**	185,363	165,838
Changes in assets and liabilities, net of effects from acquisitions and dispositions of businesses:			
Accounts receivable	**(83,367)**	(19,177)	17,268
Prepaid expenses and other assets	**(7,085)**	(4,518)	4,803
Accounts payable and accrued expenses	**52,676**	54,445	33,371
Deferred revenues	**14,389**	17,826	9,420
Accrued income taxes	**(2,388)**	46,524	28,674
Net cash provided by operating activities from continuing operations	**597,122**	698,383	595,685
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures, including capitalization of software costs for external customers	**(164,951)**	(161,093)	(139,111)
Payment for acquisitions of businesses, net of cash acquired	**(509,630)**	(64,896)	(735,917)
Proceeds from sale of businesses, net of expenses paid	**282,236**	—	—
Cash distribution received from discontinued operations prior to sale	**68,000**	—	—
Investments	**(104,810)**	(139,258)	139,432
Net cash used in investing activities from continuing operations	**(429,155)**	(365,247)	(735,596)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Repayment of short-term borrowings	**(100,000)**	—	—
Proceeds from long-term debt	**129,580**	17,303	248,268
Repayments of long-term debt	**(39,744)**	(210,243)	(32,474)
Issuance of common stock and treasury stock	**32,129**	30,666	18,585
Purchases of treasury stock	**(652,575)**	(64,344)	—
Customer funds held and retirement account deposits	**130,987**	246,941	(124,760)
Net cash (used in) provided by financing activities from continuing operations	**(499,623)**	20,323	109,619
Change in cash and cash equivalents	**(331,656)**	353,459	(30,292)
Beginning balance	**516,127**	162,668	192,960
Ending balance	**$ 184,471**	$ 516,127	$ 162,668
Discontinued Operations Cash Flow Information (Revised - See Note 1)			
Net cash (used in) provided by operating activities - discontinued operations	**$ (6,306)**	$ 89,659	$ (77,584)
Net cash (used in) provided by investing activities - discontinued operations	**(36,749)**	(64,910)	44,405
Net cash (used in) provided by financing activities - discontinued operations	**39,600**	(29,000)	39,000
Total net cash (used in) provided by discontinued operations	**(3,455)**	(4,251)	5,821
Cash and cash equivalents - discontinued operations - beginning of year	**35,849**	40,100	34,279
Cash and cash equivalents - sold	**32,394**	—	—
Cash and cash equivalents - discontinued operations - end of year	**$ —**	$ 35,849	$ 40,100

See notes to consolidated financial statements.

1. Summary of Significant Accounting Policies

DESCRIPTION OF THE BUSINESS

Fiserv, Inc. and subsidiaries (the "Company") provides information management systems and services to the financial and health benefits industries, including transaction processing outsourcing, business process outsourcing and software and systems solutions. The Company's operations are primarily in the United States and consist of three business segments based on the services provided by each: Financial institution outsourcing, systems and services; Health plan management services; and Investment support services. The Financial institution outsourcing, systems and services segment provides account and transaction processing products and services to financial institutions and other financial intermediaries. The Health plan management services segment provides services primarily to employers who self-insure their health plans, including services such as handling payments to healthcare providers, assisting with cost controls, plan design services and prescription benefit management. The Investment support services segment provides retirement plan administration services to individual retirement plan and pension administrators, financial planners and financial institutions.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of Fiserv, Inc. and all majority owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

FAIR VALUES

The fair values of cash equivalents, accounts receivable, accounts payable, short-term borrowings, accrued expenses and customer funds held and retirement account deposits approximate the carrying values due to the short period of time to maturity. The fair value of investments is determined based on quoted market prices. The fair value of long-term debt is estimated using discounted cash flows based on the Company's current incremental borrowing rates or dealer quotes and the fair value of derivative instruments is determined based on dealer quotes.

NEW ACCOUNTING PRONOUNCEMENT

In December 2004, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), that requires companies to expense the value of employee stock purchase plans, stock option grants and similar awards at the beginning of their next fiscal year that begins after June 15, 2005 and requires the use of either the modified prospective or the modified retrospective application method. The Company will adopt SFAS 123R on January 1, 2006 under the modified prospective method, which requires the application of SFAS 123R to new awards and to awards modified, repurchased, or cancelled after the effective date. Additionally, compensation cost for the portion of outstanding awards for which service has not been rendered (such as unvested options) that are outstanding as of the date of adoption shall be recognized as the remaining services are rendered. Had the Company adopted SFAS 123R in prior periods, the Company believes the impact of the standard would have approximated the impact of SFAS No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123") as described in the following "Stock-Based Compensation" disclosure. The incremental share-based compensation expense under SFAS 123R is estimated to be in the range of $0.09 to $0.11 per share in 2006. The ultimate impact of adopting SFAS 123R on 2006's results of operations and financial position will depend upon many factors including the level of stock-based compensation granted in 2006, the fair value of those options which will be determined at the date of grant, the level of participation in the employee stock purchase plan, the related tax benefits recorded and the diluted shares outstanding.

DERIVATIVE INSTRUMENTS

The Company accounts for its derivative instruments in accordance with SFAS Nos. 133, 137 and 149 related to "Accounting for Derivative Instruments and Hedging Activities". Derivative instruments are recorded on the balance sheet as either an asset or liability measured at their fair value. If the derivative is designated as a fair value hedge, the changes in the fair value of the derivative are recognized in earnings. To the extent the hedge is effective, there is an offsetting adjustment to the basis of the item being hedged. If the derivative is designated as a cash flow hedge, the effective portions of the changes in the fair value of the derivative are recorded as a component of accumulated other comprehensive income and recognized in the consolidated statements of income when the hedged item affects earnings. Ineffective portions of changes in the fair value of hedges are recognized in earnings.

The Company's existing fair value and cash flow hedges are effective. As a result, there is no current impact on earnings due to hedge ineffectiveness. It is the policy of the Company to execute such instruments with credit-worthy banks and not to enter into derivative financial instruments for speculative purposes.

RECLASSIFICATIONS AND REVISIONS

Certain amounts reported in prior periods have been reclassified to conform to the 2005 presentation. During 2005, the Company revised the format of its consolidated statement of income. All prior periods have been revised to be consistent with the 2005 presentation. This revision did not impact the Company's total revenue, total expenses, operating income, net income or net income per share.

In addition, in 2005, the Company revised the presentation of its consolidated statements of cash flows to present separate disclosure of, rather than as a single line item, the cash flows from operating, investing and financing activities of the discontinued operations and revised the consolidated statements of cash flows for the years ended December 31, 2004 and 2003.

REVENUE RECOGNITION

Processing and services revenues are primarily derived from account and transaction-based fees for data processing, related consulting services, software maintenance fees and from administration fees on investment accounts and are recognized as the related services are provided. Revenues from investment support services include net investment income of $81.2 million, $74.1 million and $67.4 million in 2005, 2004 and 2003, respectively. Software maintenance fee revenues for on-going customer support are recognized ratably over the term of the related support period, generally 12 months. Deferred revenues consist primarily of advance billings for services and are recognized as revenues when the services are provided.

Product revenues are primarily derived from the Company's pharmacy businesses, software license sales and integrated print and electronic communications. Product revenues from our pharmacy network contracts where we are the principal are recognized on a gross basis, at the prescription price (ingredient cost plus dispensing fee) negotiated with our clients, excluding the portion of the price to be settled directly by the member (co-payment), plus our administrative fees. Our responsibilities under our client contracts to adjudicate member claims properly, our separate contractual pricing relationships and responsibilities to the pharmacies in our networks, and our interaction with members, among other factors, qualify us as the principal under the indicators set forth in Emerging Issues Task Force No. 99-19, "Reporting Gross Revenues as a Principal vs. Net as an Agent" ("EITF 99-19") in the majority of our transactions with clients. The Company also recognizes product revenues such as software license sales when written contracts are signed, delivery of the product has occurred, the fee is fixed or determinable and collection is probable.

The Company also includes customer reimbursements, such as postage and telecommunication costs, in both processing and services and product revenue and expense in accordance with Emerging Issues Task Force No. 01-14, "Income Statement Characterization of Reimbursements Received for 'Out-of-Pocket' Expenses Incurred" ("EITF 01-14"). These costs, which are pass-through expenses to clients included in both revenues and expenses were $351.0 million, $379.2 million and $333.3 million in 2005, 2004 and 2003, respectively.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

Selling, general and administrative expenses primarily consist of salaries, wages and related expenses paid to sales personnel, administrative employees and management; advertising and promotional costs; and other selling expenses.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash and investments with original maturities of 90 days or less.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Company specifically analyzes accounts receivable and historical bad debts, customer credit-worthiness, current economic trends, and changes in customer payment terms and collection trends when evaluating the adequacy of its allowance for doubtful accounts. Any change in the assumptions used in analyzing a specific account receivable may result in an additional allowance for doubtful accounts being recognized in the period in which the change occurs. The balance in the allowance for doubtful accounts was $33.5 million and $29.5 million at December 31, 2005 and 2004, respectively.

INVESTMENTS

The following summarizes the Company's investments at December 31:

2005 *(In thousands)*	**Amortized/ Historical Cost**	**Gross Unrealized Gains**	**Gross Unrealized Losses**	**Estimated Fair Value**	**Carrying Value**
Mortgage-backed obligations	**$ 1,845,019**	**$ 2,713**	**$ (50,614)**	**$ 1,797,118**	**$ 1,845,019**
Corporate debt obligations	**16,255**	**1,365**	**—**	**17,620**	**16,255**
Other fixed income obligations	**492**	**1**	**—**	**493**	**492**
Total held-to-maturity investments	**1,861,766**	**4,079**	**(50,614)**	**1,815,231**	**1,861,766**
Available-for-sale investments	**14,590**	**54**	**—**	**14,644**	**14,644**
Money market mutual funds	**148,607**	**—**	**—**	**148,607**	**148,607**
Repurchase agreements	**100,000**	**—**	**—**	**100,000**	**100,000**
Other investments	**1,521**	**—**	**—**	**1,521**	**1,521**
TOTAL	**$ 2,126,484**	**$ 4,133**	**$ (50,614)**	**$ 2,080,003**	**$ 2,126,538**

2004 *(In thousands)*	**Amortized/ Historical Cost**	**Gross Unrealized Gains**	**Gross Unrealized Losses**	**Estimated Fair Value**	**Carrying Value**
Mortgage-backed obligations	$ 1,496,969	$ 8,249	$ (33,647)	$ 1,471,571	$ 1,496,969
Corporate debt obligations	27,658	3,218	—	30,876	27,658
Other fixed income obligations	990	4	—	994	990
Total held-to-maturity investments	1,525,617	11,471	(33,647)	1,503,441	1,525,617
Available-for-sale investments	30,436	50,124	—	80,560	80,560
Money market mutual funds	131,872	—	—	131,872	131,872
Repurchase agreements	225,000	—	—	225,000	225,000
Other investments	21,487	—	—	21,487	21,487
TOTAL	$ 1,934,412	$ 61,595	$ (33,647)	$ 1,962,360	$ 1,984,536

The Company's Investment support services subsidiaries accept money market deposits from customers and invest the funds in securities. Such amounts due to customers represent the primary source of funds for the Company's investment securities and amounted to $1.9 billion and $1.8 billion as of December 31, 2005 and 2004, respectively. The Company's mortgage-backed obligations consist primarily of GNMA, FNMA and FHLMC mortgage-backed pass-through securities and collateralized mortgage obligations rated AAA by Standard and Poor's. Mortgage-backed obligations may contain prepayment risk; however, the Company has never experienced a default on these types of securities. Substantially all of the Investment support services subsidiaries' investments are rated AAA or equivalent, except for certain corporate debt obligations which are classified as investment grade. Investments in mortgage-backed obligations and certain fixed income obligations had an average duration of approximately three years and eight months at December 31, 2005. These investments are accounted for as held-to-maturity and are carried at amortized cost as the Company has the ability and intent to hold these investments to maturity.

Available-for-sale investments are carried at market value, based upon quoted market prices. Unrealized gains or losses on available-for-sale investments are accumulated in shareholders' equity as accumulated other comprehensive income, net of related deferred income taxes. During 2005, the Company sold its remaining 3.2 million shares of Bisys Group, Inc. common stock (included in available-for-sale investments) realizing a pre-tax gain of $43.5 million and its investment in INTRIA Items, Inc. (included in other investments) realizing a pre-tax gain of $43.4 million. Realized gains or losses are computed based on specific identification of the investments sold, based on the trade date.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Depreciation and amortization are computed primarily using the straight-line method over the shorter of the estimated useful life of the asset or the leasehold period, if applicable. Property and equipment consist of the following at December 31:

(In thousands)	Estimated Useful Lives	2005	2004
Data processing equipment	3 to 5 years	**$ 389,989**	$ 354,780
Buildings and leasehold improvements	5 to 40 years	**126,269**	125,179
Furniture and equipment	3 to 10 years	**131,424**	122,056
		647,682	602,015
Less accumulated depreciation and amortization		**421,669**	401,306
TOTAL		**$ 226,013**	$ 200,709

INTANGIBLE ASSETS

Intangibleassets consist of the following at December 31:

2005 *(In thousands)*	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Software development costs for external customers	**$ 565,558**	**$ 394,340**	**$ 171,218**
Purchased software	**254,244**	**163,901**	**90,343**
Customer base	**374,830**	**104,490**	**270,340**
Trade names	**57,744**	—	**57,744**
Other	**8,486**	**4,323**	**4,163**
TOTAL	**$ 1,260,862**	**$ 667,054**	**$ 593,808**

2004 *(In thousands)*	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Software development costs for external customers	$ 507,122	$ 352,429	$ 154,693
Purchased software	226,002	136,905	89,097
Customer base	312,091	86,996	225,095
Trade names	57,744	—	57,744
Other	10,041	4,131	5,910
TOTAL	$ 1,113,000	$ 580,461	$ 532,539

Software development costs for external customers include internally generated computer software for external customers and software acquired in conjunction with acquisitions of businesses. The Company capitalizes certain costs incurred to develop new software or enhance existing software which is marketed externally or utilized by the Company to process customer transactions in accordance with SFAS No. 86, "Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed." Costs are capitalized commencing when the technological feasibility of the software has been established. Routine maintenance of software products, design costs and development costs incurred prior to establishment of a product's technological feasibility are expensed as incurred. Amortization of all software is computed on a straight-line basis over the expected useful life of the product, generally three to five years.

Gross software development costs for external customers capitalized for new products and enhancements to existing products totaled $50.0 million, $47.8 million and $51.9 million in 2005, 2004 and 2003, respectively. Amortization of previously capitalized development costs was $48.7 million, $60.2 million and $47.8 million in 2005, 2004 and 2003, respectively.

Customer base intangible assets represent customer contracts and relationships obtained as part of acquired businesses and are amortized using the straight-line method over their estimated useful lives, generally five to 20 years. Trade names have been determined to have indefinite lives and therefore are not amortized in accordance with the provisions of SFAS No. 142, "Goodwill and Other Intangible Assets." Other intangible assets consist primarily of non-compete agreements, which are generally amortized over their estimated useful lives.

Amortization expense for intangible assets was $104.8 million, $110.5 million and $90.0 million for the years ended December 31, 2005, 2004 and 2003, respectively. Aggregate amortization expense with respect to existing intangible assets with finite lives resulting from acquisitions of businesses, excluding purchased software amortization, should approximate $25 million annually.

GOODWILL

The excess of the purchase price over the estimated fair value of tangible and identifiable intangible assets acquired is recorded as goodwill. The Company reviews, on an annual basis, or more frequently if circumstances indicate possible impairment, the carrying value of goodwill by comparing balances to fair values and has determined that no impairment exists. The changes in the carrying amount of goodwill by business segment during the years ended December 31, 2005 and 2004 are as follows:

(In thousands)	Financial Institution Outsourcing, Systems and Services	Health Plan Management Services	Investment Support Services	Total
Balance, December 31, 2003	$ 1,332,523	$ 387,206	$ 1,593	$1,721,322
Goodwill additions	68,728	69,297	—	138,025
Balance, December 31, 2004	1,401,251	456,503	1,593	1,859,347
Goodwill additions	375,937	14,218	—	390,155
Balance, December 31, 2005	$ 1,777,188	$ 470,721	$ 1,593	$2,249,502

IMPAIRMENT OF LONG-LIVED ASSETS

The Company assesses the likelihood of recovering the cost of long-lived assets based on current and projected operating results and cash flows of the related business operations using undiscounted cash flow analyses. These factors, along with management's plans with respect to the operations, are considered in assessing the recoverability of property and equipment and intangible assets subject to amortization. Measurement of any impairment loss is based on discounted operating cash flows.

DISCONTINUED OPERATIONS

On March 24, 2005, the Company completed the sale of its securities clearing businesses to Fidelity Global Brokerage Group, Inc. for $344.9 million paid in cash at closing, subject to certain post-closing adjustments. Prior to completion of the sale, the securities clearing businesses paid a $68.0 million cash distribution to the Company. The sales proceeds, net of related expenses, including taxes that became due upon the sale of the securities clearing businesses, approximated the Company's carrying value of its investment. The stock purchase agreement also provides for a contingent payment of up to $15.0 million to be paid after the first anniversary of the closing date based on achievement of certain revenue targets. In addition, the stock purchase agreement provided that the Company retained the liability associated with the SEC investigation of the Company's former subsidiary, Fiserv Securities, Inc. ("FSI"). In April 2005, FSI settled with the SEC on this matter for $15.0 million, which was fully accrued for in the Company's 2004 financial statements. During 2005, the Company recorded $0.03 per share in diluted earnings in discontinued operations primarily as a result of favorable resolutions of income tax uncertainties.

Also, in the third quarter of 2005, the Company received an indemnification notice under the stock purchase agreement regarding FSI's past maintenance of certain documentation related to FSI's introducing broker dealers' customers. The Company is currently investigating the merits of this matter and is unable to estimate or predict the ultimate outcome or determine whether this matter will have a material adverse impact on the Company's discontinued operations' results.

The Company's securities clearing businesses are excluded from reported total revenues, total expenses and operating cash flows and have been reported as discontinued operations for all periods presented. Summarized financial information for discontinued operations included in the financial statements for the years ended December 31 is as follows:

(In thousands)	**2005**	2004	2003
Total revenues	**$26,391**	$ 115,457	$ 108,303
Total expenses	**26,809**	132,820	98,157
Operating (loss) income before income taxes	**(418)**	(17,363)	10,146
Income tax benefit (expense)	**5,862**	107	(3,957)
Loss on sale of businesses, net of income taxes of $48,670	**(363)**	—	—
Income (loss) from discontinued operations, net of tax	**$ 5,081**	$ (17,256)	$ 6,189

Assets and liabilities of the discontinued operations were sold on March 24, 2005. At the time of the sale, cash of $32.4 million was included on the balance sheet sold to the buyer. The Company reports its cash flows from continuing operations separate from cash flows from discontinued operations on its consolidated statements of cash flows. The discontinued operations cash flow disclosure includes a $68.0 million cash distribution that the securities clearing business made to the Company prior to completion of the sale.

At December 31, 2004, the assets and liabilities of the discontinued operations were presented separately under the captions "Assets of discontinued operations held for sale" and "Liabilities of discontinued operations held for sale," respectively, in the accompanying Consolidated Balance Sheets and consisted of the following:

(In thousands)	2004
Assets of discontinued operations:	
Cash and cash equivalents	$ 35,849
Securities processing receivables	2,404,215
Prepaid expenses and other assets	27,632
Investments	128,279
Property and equipment	4,140
Intangible assets and goodwill	151,402
TOTAL	$ 2,751,517
Liabilities of discontinued operations:	
Accounts payable and accruals	$ 53,328
Securities processing payables	2,349,139
Short-term borrowings	10,000
TOTAL	$ 2,412,467

SHORT-TERM BORROWINGS

The Company's Investment support services subsidiaries had no short-term borrowings as of December 31, 2005 and $100.0 million of short-term borrowings as of December 31, 2004. The short-term borrowings outstanding at December 31, 2004 had an average interest rate of 2.6% and were collateralized by investments valued at $102.0 million at December 31, 2004.

INCOME TAXES

The Company accounts for income taxes under SFAS No. 109, "Accounting for Income Taxes." Under these rules, certain assumptions are made which represent significant estimates. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax basis, net operating loss and tax credit carryforwards, and tax contingencies. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is recorded against deferred tax assets for which utilization of the asset is not likely.

NET INCOME PER SHARE

Basic net income per share is computed using the weighted-average number of common shares outstanding during the periods. Diluted net income per share is computed using the weighted-average number of common and dilutive common equivalent shares outstanding during the periods. Common equivalent shares consist primarily of stock options and are computed using the treasury stock method. During the years ended December 31, 2005, 2004 and 2003, the Company excluded 0.1 million, 4.1 million and 3.4 million weighted-average shares under stock options, respectively, from the calculation of common equivalent shares as the impact was anti-dilutive.

The computation of the number of shares used in calculating basic and diluted net income per common share is as follows:

(In thousands)	2005	2004	2003
Weighted-average common shares outstanding used for calculation of net income per share - basic	**188,807**	194,981	193,240
Common stock equivalents	**2,160**	2,306	2,697
Total shares used for calculation of net income per share - diluted	**190,967**	197,287	195,937

STOCK-BASED COMPENSATION

The Company has accounted for its stock-based awards and employee stock purchase plans in accordance with the intrinsic value provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." Accordingly, the Company did not record compensation expense in the consolidated financial statements for its stock options and employee stock purchase plans as all options granted under the stock option plans had an exercise price not less than 100% of the fair value of the underlying common stock on the date of grant, and the discount for the employee stock purchase plans did not exceed fifteen percent. The value of the Company's restricted stock awards, based on market prices, is recognized as compensation expense over the restriction period on a straight-line basis.

The following table illustrates the effect on net income and net income per share had compensation expense been recognized consistent with the fair value provisions of SFAS 123. Stock options are typically granted in the first quarter of the year, generally vest 20% on the date of grant and 20% each year thereafter and expire 10 years from the date of the award.

(In thousands, except per share data)	2005	2004	2003
Net income:			
As reported	**$ 516,438**	$ 377,642	$ 315,012
Add: reported stock compensation expense - net of tax	**2,500**	405	316
Less: fair value stock compensation expense - net of tax	**(23,380)**	(18,405)	(17,316)
Pro forma	**$ 495,558**	$ 359,642	$ 298,012
Reported net income per share:			
Basic	**$ 2.74**	$ 1.94	$ 1.63
Diluted	**2.70**	1.91	1.61
Pro forma net income per share:			
Basic	**$ 2.62**	$ 1.84	$ 1.54
Diluted	**2.59**	1.82	1.52

The fair value of each stock option granted in 2005 and 2004 was estimated on the date of grant using a binomial option-pricing model; the fair value of each stock option granted in 2003 was estimated on the date of grant using the Black-Scholes option-pricing model, with the following weighted-average assumptions:

	2005	2004	2003
Expected life (in years)	**5.4**	5.5	5.0
Risk-free interest rate	**3.9%**	3.1%	3.0%
Volatility	**32.2%**	33.6%	52.3%
Dividend yield	**0.0%**	0.0%	0.0%

The weighted-average estimated fair value of stock options granted during the years ended December 31, 2005, 2004 and 2003 was $14.46, $13.56 and $15.14 per share, respectively.

SHAREHOLDER RIGHTS PLAN

The Company has a shareholder rights plan. Under this plan, each shareholder holds one preferred stock purchase right for each outstanding share of the Company's common stock held. The stock purchase rights are not exercisable until certain events occur.

ACCUMULATED OTHER COMPREHENSIVE INCOME

Accumulated other comprehensive income consists of the following at December 31:

(In thousands)	2005	2004
Unrealized (losses) gains on investments, net of tax	**$ (45)**	$32,085
Unrealized gains (losses) on cash flow hedges, net of tax	**316**	(5,673)
Foreign currency translation adjustments	**1,050**	283
TOTAL	**$1,321**	$26,695

SUPPLEMENTAL CASH FLOW INFORMATION

(In thousands)	2005	2004	2003
Interest paid	**$ 26,696**	$ 25,495	$ 22,164
Income taxes paid (including discontinued operations)	**335,601**	177,017	144,130
Liabilities assumed in acquisitions of businesses	**39,478**	10,507	85,072

2. Acquisitions

During 2005, 2004 and 2003, the Company completed the following acquisitions of businesses. The results of operations of these acquired businesses have been included in the accompanying consolidated statements of income from the dates of acquisition.

Company	Month Acquired	Service	Consideration
2005:			
Del Mar Datatrac, Inc.	**Mar.**	**Lending services**	**Cash for stock**
Emergis, Inc.'s eLending U.S. business	**May**	**Lending services**	**Cash for assets**
Interactive Technologies, Inc.	**June**	**Software and services**	**Cash for stock**
Administrative Services Group, Inc.	**June**	**Health plan management**	**Cash for stock**
J.W. Hutton, Inc.	**Aug.**	**Health plan management**	**Cash for stock**
BillMatrix Corporation	**Aug.**	**Data processing**	**Cash for stock**
VerticalPoint, Inc.	**Aug.**	**Insurance software systems**	**Cash for stock**
Xcipio, Inc.	**Nov.**	**Insurance software systems**	**Cash for assets**
2004:			
RegEd, Inc.	Jan.	Insurance/securities training	Cash for stock
Pharmacy Fulfillment, Inc.	Aug.	Health plan management	Cash for stock
Results International Systems, Inc.	Aug.	Insurance data processing	Cash for stock
CheckAGAIN, LLC	Oct.	Item processing	Cash for assets
2003:			
AVIDYN, Inc.	Jan.	Health plan management	Stock for stock
Precision Computer Systems, Inc.	Mar.	Software and services	Cash for stock
ReliaQuote, Inc.	Apr.	Insurance services	Cash for stock
WBI Holdings Corporation	May	Health plan management	Cash for stock
Electronic Data Systems Corporation's Credit Union Industry Group business	July	Credit union data processing	Cash for assets
Chase Credit Systems, Inc. & Chase Credit Research, Inc.	July	Lending services	Cash for stock
Unisure, Inc.	Sept.	Insurance data processing	Cash for assets
Insurance Management Solutions Group, Inc.	Sept.	Insurance data processing	Cash for stock
GAC Holdings Corporation	Sept.	Lending services	Cash for stock
Federal Home Loan Bank of Indianapolis IP services	Oct.	Item processing	Cash for assets
MI-Assistant Software, Inc.	Nov.	Insurance software systems	Cash for assets
MedPay Corporation	Dec.	Health plan management	Cash for stock

During 2005, 2004 and 2003, the Company completed eight, four and twelve acquisitions, respectively. Net cash paid for these acquisitions was $440.3 million, $35.7 million and $702.8 million, respectively, subject to certain adjustments. At December 31, 2005, the preliminary purchase price allocation for the 2005 acquisitions resulted in goodwill of approximately $374 million and other intangible assets of $83 million, primarily related to customer base and software. The amounts allocated to goodwill and intangible assets are based on preliminary estimates and are subject to final adjustment. Pro forma information for 2005 is not being provided as the 2005 acquisitions did not have a material effect on the Company's results of operations.

The Company may be required to pay additional cash consideration for acquisitions up to maximum estimated payments of $54.5 million through 2008, if certain of the acquired entities achieve specific escalating operating income targets. The Company has recorded a liability of $34.7 million at December 31, 2005 as an estimate of the additional cash consideration to be paid. During 2005, as a result of previously acquired entities achieving their operating income targets, the Company paid additional cash consideration of $69.3 million. The additional consideration was treated as additional purchase price.

3. Long-term debt

The Company has available $700.0 million of unsecured credit and commercial paper facilities with a syndicate of banks. The Company had $308.2 million of outstanding indebtedness under the credit and commercial paper facilities at December 31, 2005, with a weighted-average variable interest rate of 4.8% and 2.8% at December 31, 2005 and 2004, respectively. The credit facilities consist of a $465.3 million five-year revolving credit facility, which expires in March 2009, and a $234.7 million 364-day revolving credit facility, which is subject to renewal annually through 2009. There were no significant commitment fees or compensating balance requirements under these facilities. The Company must, among other requirements under the facilities, maintain a minimum net worth of $2.0 billion as of December 31, 2005 and limit its total debt to no more than three and one-half times the Company’s earnings before interest, taxes, depreciation and amortization. The Company was in compliance with all debt covenants throughout 2005.

At December 31, 2005, the Company had cash flow interest rate swap agreements to fix the interest rates on certain floating-rate debt at a rate of approximately 5.0% (based on current bank fees and spreads) for a notional amount of $150.0 million until December 2008. At December 31, 2004, the Company had cash flow interest rate swap agreements to fix the interest rates on certain floating-rate debt at a rate approximating 6.8% (based on then current bank fees and spreads) for a notional amount of $200.0 million until December 2005. The estimated fair values of the Company’s cash flow hedges are $0.5 million and ($9.1) million as of December 31, 2005 and 2004, respectively, and are included in the accompanying consolidated balance sheets in prepaid expenses and other assets in 2005 and accrued expenses in 2004 and as a component of accumulated other comprehensive income, net of deferred taxes in both years.

In addition, the Company had fixed-to-floating interest rate swap agreements on the $150.0 million 4% senior notes due April 2008, with a variable interest rate of approximately 5.1% at December 31, 2005. The estimated fair values of the fair value hedges are ($5.5) million and ($2.0) million as of December 31, 2005 and 2004, respectively, and are included in the accompanying consolidated balance sheets in accrued expenses and long-term debt.

The carrying value and estimated fair values of the Company’s long-term debt are as follows at December 31:

	2005		2004	
(In thousands)	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Bank notes and commercial paper, at short-term rates	**$ 308,182**	**$ 308,182**	$ 194,993	$ 194,993
3.0% senior notes payable, due 2008	**99,945**	**94,375**	99,922	95,877
4.0% senior notes payable, due 2008	**144,400**	**144,000**	147,957	148,875
Other	**42,858**	**42,516**	62,455	62,837
Total long-term debt	**$ 595,385**	**$ 589,073**	$ 505,327	$ 502,582

Annual principal payments required under the terms of the long-term debt agreements are as follows at December 31, 2005:

(In thousands) *Years ending December 31,*	
2006	**$ 14,186**
2007	**5,466**
2008	**264,092**
2009	**311,638**
2010	**3**
TOTAL	**$ 595,385**

4. Income taxes

A reconciliation of recorded income tax expense from continuing operations with income tax computed at the statutory federal tax rates is as follows for the three years ended December 31:

(In thousands)	2005	2004	2003
Statutory federal tax rate	**35%**	35%	35%
Tax computed at statutory rate	**$286,283**	$224,478	$177,193
State income taxes, net of federal effect	**25,863**	22,983	19,047
Foreign tax credit carryover	—	(2,431)	—
Other - net	**(5,552)**	1,438	1,204
TOTAL	**$306,594**	$246,468	$197,444

The provision for income taxes from continuing operations consist of the following at December 31:

(In thousands)	2005	2004	2003
Current:			
Federal	**$ 235,966**	$ 181,981	$ 138,010
State	**36,093**	34,148	27,506
Foreign	**15,352**	7,317	4,440
	287,411	223,446	169,956
Deferred:			
Federal	**20,994**	22,894	28,890
State	**409**	1,134	1,431
Foreign	**(2,220)**	(1,006)	(2,833)
	19,183	23,022	27,488
TOTAL	**$ 306,594**	$ 246,468	$ 197,444

Significant components of the Company's deferred tax assets and liabilities consist of the following at December 31:

(In thousands)	2005	2004
Reserve for bad debts	**$ 11,675**	$ 10,137
Purchased incomplete software technology	**17,990**	22,461
Accrued expenses not currently deductible	**30,976**	26,667
Net operating loss carryforwards	**5,437**	2,932
Other	**9,133**	16,913
Total deferred tax assets	**75,211**	79,110
Prepaid expenses	**(8,059)**	(4,940)
Software development costs for external customers	**(44,812)**	(40,384)
Excess of tax over book depreciation	**(20,101)**	(25,463)
Excess of tax over book amortization	**(148,876)**	(105,912)
Unrealized gains on investments	**—**	(18,081)
Other	**(19,355)**	(18,660)
Total deferred tax liabilities	**(241,203)**	(213,440)
TOTAL	**$(165,992)**	$(134,330)

Tax benefits associated with the exercise of non-qualified employee stock options were credited directly to additional paid-in capital and amounted to $30.7 million, $11.3 million and $13.2 million in 2005, 2004 and 2003, respectively.

At December 31, 2005, the Company has state net operating loss carryforwards of $46.2 million, with expiration dates ranging from 2006 through 2025, and foreign net operating loss carryforwards of $8.0 million, with no expiration dates.

5. Employee Benefit Plans

STOCK OPTION AND RESTRICTED STOCK PLAN

The Company's Stock Option and Restricted Stock Plan (the "Plan") provides for grants to the Company's employees and directors of restricted stock and either incentive or non-qualified options to purchase shares of the Company's common stock. The options are granted at a price not less than 100% of the fair value of the shares at the date of grant. For restricted stock, during the period of restriction, the holder has voting rights and is entitled to receive all distributions including dividends paid with respect to the stock. At December 31, 2005, options to purchase 4.4 million shares were available for grant under the Plan.

Changes in stock options outstanding are as follows:

	Number of Shares (In thousands)	Weighted Average Exercise Price
Outstanding, December 31, 2002	11,610	$ 21.77
Granted	1,719	30.96
Forfeited	(326)	36.90
Exercised	(1,414)	9.37
Outstanding, December 31, 2003	11,589	$ 24.21
Granted	1,282	38.19
Forfeited	(188)	36.19
Exercised	(1,123)	12.42
Outstanding, December 31, 2004	11,560	$ 26.71
Granted	1,789	39.45
Forfeited	(192)	36.82
Exercised	(3,043)	17.08
Outstanding, December 31, 2005	10,114	$ 31.67

The number of shares under option that were exercisable at December 31, 2005, 2004 and 2003 was 7.0 million, 8.5 million and 8.2 million, at weighted-average exercise prices of $28.89, $23.44 and $20.19, respectively. The following summarizes information about the Company's stock options outstanding and exercisable at December 31, 2005:

	Options Outstanding			Options Outstanding and Exercisable	
Range of Exercise Prices	Number of Shares (In thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Number of Shares (In thousands)	Weighted - Average Exercise Price
$ 7.85 - $16.00	1,114	$ 13.86	1.7	1,114	$ 13.86
16.01 - 30.95	1,990	21.16	3.7	1,948	21.01
30.96 - 37.00	1,619	31.55	7.2	851	31.27
37.01 - 38.15	1,527	37.05	5.1	1,506	37.04
38.16 - 39.40	2,308	38.40	8.7	643	38.50
39.41 - 46.09	1,556	42.69	7.0	912	41.63
$ 7.85 - $46.09	10,114	$ 31.67	5.9	6,974	$ 28.89

EMPLOYEE STOCK PURCHASE PLAN

The Company's employee stock purchase plan provides that eligible employees may purchase a limited number of shares of common stock each quarter through payroll deductions, at a purchase price equal to 85% of the closing price of the Company's common stock on the last business day of each calendar quarter. During each of the years ended December 31, 2005 and 2004, 0.6 million shares were issued under the employee stock purchase plan. As of January 1, 2006, there were 1.0 million shares available for grant under this plan.

EMPLOYEE SAVINGS PLAN

The Company and its subsidiaries have defined contribution savings plans covering substantially all employees, under which eligible participants may elect to contribute a specified percentage of their salaries, subject to certain limitations. The Company makes matching contributions, subject to certain limitations, and makes discretionary contributions based upon the attainment of certain profit goals. Company contributions vest ratably at 20% for the first five years of each employee's service. Company contributions charged to operations under these plans approximated $53.8 million, $45.6 million and $44.3 million in 2005, 2004 and 2003, respectively.

6. Leases, other commitments and contingencies

LEASES

The Company leases certain office facilities and equipment under operating leases. Most leases contain renewal options for varying periods. Future minimum rental payments on operating leases with initial noncancellable lease terms in excess of one year were due as follows as of December 31, 2005:

(In thousands) *Years Ending December 31,*	
2006	$ 93,673
2007	78,633
2008	66,216
2009	53,768
2010	39,763
Thereafter	92,458
TOTAL	$ 424,511

Rent expense applicable to all operating leases was approximately $113.8 million, $115.6 million and $111.2 million during the years ended December 31, 2005, 2004 and 2003, respectively.

OTHER COMMITMENTS AND CONTINGENCIES

In the normal course of business, the Company and its subsidiaries are named as defendants in various lawsuits in which claims are asserted against the Company. In the opinion of management, the liabilities, if any, which may ultimately result from such lawsuits are not expected to have a material adverse effect on the consolidated financial statements of the Company.

The Company's Investment support services subsidiaries had fiduciary responsibility for the administration of approximately $39 billion in trust funds as of December 31, 2005. The Company is also the custodian of cash deposited by customers with specific instructions as to its disbursement from active escrow and account servicing files. The balances in these custodial accounts were $420 million and $90 million at December 31, 2005 and 2004, respectively, and have not been included in the consolidated financial statements. The increase in 2005 primarily relates to government funds which will be paid out by the Company's flood insurance claim processing business. The Company has purchase obligations primarily related to agreements to purchase or license data processing equipment and software for approximately $60.2 million at December 31, 2005.

7. Business Segment Information

The Company provides information management systems and services to the financial and health benefits industries, including transaction processing outsourcing, business processing outsourcing and software and systems solutions. The Company's continuing operations are classified into three business segments: Financial institution outsourcing, systems and services ("Financial"); Health plan management services ("Health"); and Investment support services ("Investment"). The securities clearing businesses are reported under discontinued operations and are not included in the segment information below. Summarized financial information by business segment is as follows for each of the three years ended December 31:

(In thousands)	Financial	Health	Investment	Total
2005				
Processing and services	**$2,383,963**	**$ 373,181**	**$ 134,408**	**$ 2,891,552**
Product	**524,116**	**643,810**	**—**	**1,167,926**
Total revenues	**2,908,079**	**1,016,991**	**134,408**	**4,059,478**
Operating income	**639,927**	**80,434**	**25,035**	**745,396**
Identifiable assets	**3,056,896**	**749,548**	**2,196,997**	**6,003,441**
Capital expenditures, including capitalization of software development costs for external customers	**140,999**	**13,764**	**10,188**	**164,951**
Depreciation and amortization expense	**150,016**	**17,414**	**11,749**	**179,179**
2004				
Processing and services	$2,226,137	$ 388,059	$ 125,536	$ 2,739,732
Product	476,599	513,415	—	990,014
Total revenues	2,702,736	901,474	125,536	3,729,746
Operating income	563,645	75,365	20,550	659,560
Identifiable assets	2,501,855	696,543	2,142,773	5,341,171
Capital expenditures, including capitalization of software development costs for external customers	143,958	11,829	5,306	161,093
Depreciation and amortization expense	154,558	16,700	14,105	185,363
2003				
Processing and services	$1,967,051	$ 337,063	$ 116,614	$ 2,420,728
Product	441,966	62,673	—	504,639
Total revenues	2,409,017	399,736	116,614	2,925,367
Operating income	457,783	47,472	16,567	521,822
Identifiable assets	2,467,727	598,163	1,889,080	4,954,970
Capital expenditures, including capitalization of software development costs for external customers	124,889	10,141	4,081	139,111
Depreciation and amortization expense	138,146	11,852	15,840	165,838

A reconciliation of reportable segment identifiable asset amounts to the Company's consolidated balance sheets is as follows:

(In thousands)	2005	2004
Assets:		
Reportable segments	**$ 6,003,441**	$ 5,341,171
Corporate	**36,075**	290,661
Discontinued operations	**—**	2,751,517
TOTAL	**$ 6,039,516**	$ 8,383,349

The Company's domestic operations comprised approximately 96%, 97% and 96% of total revenues for the years ended December 31, 2005, 2004 and 2003, respectively. No single customer accounted for more than 3%, 2% and 3% of total revenues during the years ended December 31, 2005, 2004 and 2003, respectively.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Certain matters discussed herein are "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such because the context of the statement will include words such as "believes," "anticipates," or "expects," or words of similar import. Similarly, statements that describe future plans, objectives or goals of the Company are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties, which could cause actual results to differ materially from those currently anticipated. Factors that could affect results include, among others, economic, competitive, governmental, regulatory and technological factors affecting the Company's operations, markets, services and related products, prices and other factors under "Risk Factors" discussed in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission. Shareholders, potential investors and other readers are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. The Company assumes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

CRITICAL ACCOUNTING POLICIES

The Company's consolidated financial statements and accompanying notes have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires the Company's management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. The Company continually evaluates the accounting policies and estimates it uses to prepare the consolidated financial statements. The Company bases its estimates on historical experience and assumptions believed to be reasonable under current facts and circumstances. Actual amounts and results could differ from these estimates made by management.

The majority of the Company's revenues are generated from monthly account and transaction-based fees in which revenue is recognized when the related services have been rendered. Revenues are primarily recognized under service agreements having stipulated terms and conditions which are long-term in nature, generally three to five years, and do not require management to make significant judgments or assumptions. Given the nature of the Company's business and the applicable rules guiding revenue recognition, the Company's revenue recognition practices do not contain significant estimates that materially affect its results of operations.

The Company has reviewed the carrying value of goodwill and other intangible assets by comparing such amounts to their fair values and has determined that the carrying amounts of goodwill and other intangible assets do not exceed their respective fair values. The Company is required to perform this comparison, which uses various assumptions, at least annually or more frequently if circumstances indicate possible impairment. Given the significance of goodwill and other intangible asset balances, an adverse change to the fair value could result in an impairment charge, which could be material to the Company's financial statements.

The Company does not participate in, nor has it created, any off-balance sheet variable interest entities or other off-balance sheet financing, other than operating leases. In addition, the Company does not enter into any derivative financial instruments for speculative purposes and uses derivative financial instruments primarily for managing its exposure to changes in interest rates and managing its ratio of fixed to floating-rate long-term debt.

NEW ACCOUNTING PRONOUNCEMENT

In December 2004, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), that requires companies to expense the value of employee stock purchase plans, stock option grants and similar awards at the beginning of their next fiscal year that begins after June 15, 2005 and requires the use of either the modified prospective or the modified retrospective application method. The Company will adopt SFAS 123R on January 1, 2006 under the modified prospective method, which requires the application of SFAS 123R to new awards and to awards modified, repurchased, or cancelled after the effective date. Additionally, compensation cost for the portion of outstanding awards for which service has not been rendered (such as unvested options) that are outstanding as of the date of adoption shall be recognized as the remaining services are rendered. Had the Company adopted SFAS 123R in prior periods, the Company believes the impact of the standard would have approximated the impact of SFAS No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123") as described in the "Stock-Based Compensation" disclosure in Note 1 to the consolidated financial statements. The incremental share-based compensation expense under SFAS 123R is estimated to be in the range of $0.09 to $0.11 per share in 2006. The ultimate impact of adopting SFAS 123R on 2006's results of operations and financial position will depend upon many factors including the level of stock-based compensation granted in 2006, the fair value of those options which will be determined at the date of grant, the level of participation in the employee stock purchase plan, the related tax benefits recorded and the diluted shares outstanding.

MARKET RISK

Market risk refers to the risk that a change in the level of one or more market prices, interest rates, indices, correlations or other market factors, such as liquidity, will result in losses for a certain financial instrument or group of financial instruments. The Company is exposed primarily to interest rate risk and market price risk on investments and borrowings. The Company actively monitors these risks through a variety of control procedures involving senior management.

The Company's Investment support services subsidiaries accept money market account deposits from customers and invest those funds in marketable securities. Substantially all of the investments are rated within the highest investment grade categories for securities. The Company's Investment support services subsidiaries utilize simulation models for measuring and monitoring interest rate risk and market value of portfolio equities. A formal Asset Liability Committee of the Company meets quarterly to review interest rate risks, capital ratios, liquidity levels, portfolio diversification, credit risk ratings and adherence to investment policies and guidelines. At December 31, 2005 mortgage-backed obligations have an average duration of approximately three years and eight months with most of the remaining investments having a maturity of one year or less. The Company does not believe any significant changes in interest rates would have a material impact on the consolidated financial statements.

The Company manages its debt structure and interest rate risk through the use of fixed and floating-rate debt and through the use of interest rate swaps. The Company uses interest rate swaps to partially hedge its exposure to interest rate changes and to control its financing costs. Generally, under these swaps, the Company agrees with a counter party to exchange the difference between fixed-rate and floating-rate interest amounts based on an agreed notional amount. While changes in interest rates could decrease the Company's interest income or increase its interest expense, the Company does not believe that it has a material exposure to changes in interest rates, primarily due to approximately 45% of the Company's long-term debt having fixed interest rates as of December 31, 2005. Based on the Company's long-term debt with variable interest rates as of December 31, 2005, a 1% increase in the Company's borrowing rate would increase annual interest expense by approximately $3.3 million. Based on the controls in place, management believes the risks associated with financial instruments at December 31, 2005, will not have a material effect on the Company's consolidated financial position or results of operations.

RESULTS OF OPERATIONS

Components of Revenue and Expenses

The following briefly describes the components of revenues and expenses as presented in the consolidated statements of income. A description of the Company's revenue recognition policies is included in Note 1 to the consolidated financial statements.

Processing and Services

Processing and services revenues are primarily generated from account and transaction-based fees under long term contracts, generally three to five years. Revenue is recognized when the related transactions are processed and services have been rendered. Processing and services revenues are most reflective of the Company's core business performance as a significant amount of the Company's total operating profit is generated from these services. Cost of processing and services includes costs directly associated with providing services to clients and includes the following: personnel, equipment and data communication, infrastructure costs including costs to maintain applications, customer support, depreciation and other operating expenses.

Product

Product revenue is primarily derived from the pharmacy businesses, software license fees and integrated print and electronic communications. A significant amount of product revenue is derived from the Company's pharmacy businesses within the Health segment as the Company includes in both revenues and expenses the prescription product costs associated with these businesses. The Company does not manufacture or generally distribute prescription product, but the Company is considered a principal under EITF 99-19, as more fully described in Note 1 to the consolidated financial statements and therefore, records these revenues and expenses on a gross basis. Prescription product costs included in both product revenues and cost of product were $540.0 million, $439.6 million and $55.9 million in 2005, 2004 and 2003, respectively. Cost of products, in addition to pharmacy product costs, include personnel and other costs directly associated with product revenue.

The Company also includes customer reimbursements, such as postage and telecommunication costs, in both processing and services and product revenue and expense captions in the table below in accordance with EITF 01-14 . These costs, which are pass-through expenses to clients included in both revenues and expenses were $351.0 million, $379.2 million and $333.3 million in 2005, 2004 and 2003, respectively.

Selling, General and Administrative

Selling, general and administrative expenses primarily consist of salaries, wages and related expenses paid to sales personnel, administrative employees and management; advertising and promotional costs; and other selling expenses.

The following table presents, for the periods indicated, certain amounts included in the Company's consolidated statements of income, the relative percentage that those amounts represent to revenues and the percentage change in those amounts from year to year. This information should be read along with the consolidated financial statements and notes thereto.

	Years ended December 31, *(In millions)*			Percentage (1) (2) Years ended December 31,			Percentage Increase	
	2005	2004	2003	2005	2004	2003	2005 vs. 2004	2004 vs. 2003
Revenues:								
Processing and services	**$2,891.6**	$2,739.7	$2,420.7	**71%**	73%	83%	6%	13%
Product	**1,167.9**	990.0	504.6	**29%**	27%	17%	18%	96%
Total revenues	**$4,059.5**	$3,729.7	$2,925.4	**100%**	100%	100%	9%	27%
Expenses:								
Cost of processing and services (1)	**1,855.2**	1,822.7	1,659.9	**64%**	67%	69%	2%	10%
Cost of product (1)	**942.7**	796.0	351.4	**81%**	80%	70%	18%	127%
Sub-total (2)	**2,798.0**	2,618.7	2,011.3	**69%**	70%	69%	7%	30%
Selling, general and administrative (2)	**516.1**	451.5	392.2	**13%**	12%	13%	14%	15%
Total expenses (2)	**$3,314.1**	$3,070.2	$2,403.5	**82%**	82%	82%	8%	28%
Operating Income (2)	**$ 745.4**	$ 659.6	$ 521.8	**18%**	18%	18%	13%	26%

(1) Each percentage equals the relevant expense amount divided by the related component of total revenues.
(2) Each percentage equals the relevant expense or operating income amount divided by total revenues.

Total Revenues

Total revenues increased $329.7 million, or 9%, in 2005 compared to 2004 and $804.4 million, or 27%, in 2004 compared to 2003. The internal revenue growth rate was 7% in 2005 and 10% in 2004 with the remaining growth resulting from acquisitions, which had a much greater impact on 2004 revenue growth than 2005. Overall internal revenue growth is primarily derived from sales to new clients, cross-sales to existing clients and increases in transaction volumes from existing clients. The decrease in the total revenue growth rate for the Company in 2005 compared to 2004 was primarily due to slower revenue growth in the Company's Health segment.

Processing and services revenues increased 6% in 2005 compared to 13% in 2004 and product revenues increased 18% in 2005 compared to 96% in 2004. Revenue increases in both of these captions were greater in 2004 than 2005 primarily driven by a more significant impact of acquisitions in 2004. Product revenues are impacted significantly on a year over year basis by the inclusion of prescription product costs in the Health segment's revenues and expenses of $540.0 million, $439.6 million and $55.9 million in 2005, 2004 and 2003, respectively.

Processing and services revenues were positively impacted by early contract termination and assignment fees of $57.9 million, $36.4 million and $9.8 million in 2005, 2004 and 2003, respectively. The financial segment businesses generally enter into three to five year contracts with clients that contain early contract termination fees. These fees are generated when an existing client is acquired by another financial institution and can vary significantly from period to period based on the number and size of clients that are acquired and how early in the contract term a client is acquired.

Total Expenses

Total expenses increased $243.9 million, or 8%, in 2005 compared to 2004 and $666.6 million, or 28%, in 2004 compared to 2003. The significant increase in 2004 expenses was driven by the significant increase in prescription product costs. Total expenses as a percentage of total revenues were 82% in 2005, 2004 and 2003. Cost of processing and services as a percentage of processing and services revenues declined over the last 3 years from 69% of processing and services revenues in 2003 to 64% in 2005 due to a number of factors including: changes in the mix of the Company's businesses due to acquisitions, the impact of operating efficiencies generated from the consolidation of bank and EFT processing platforms within the Company's Financial segment and revenue associated with a higher amount of contract termination fees that do not result in any significant incremental cost. Cost of product has increased as a percentage of product revenue from 70% in 2003 to 81% in 2005, primarily driven by the significant increase in prescription product costs. Selling, general and administrative expenses have remained relatively consistent as a percentage of total revenues in 2005, 2004 and 2003.

Operating Income and Operating Margin

Operating income increased $85.8 million, or 13%, in 2005 compared to 2004 and $137.7 million, or 26%, in 2004 compared to 2003. Operating income increases in 2004 were greater than 2005 primarily due to a greater impact of acquisitions in 2004 than 2005. The operating income increases were primarily derived from the Financial segment, which increased operating income $76.3 million in 2005 and $105.9 million in 2004 compared to prior years. Operating margins were relatively consistent on a year over year basis and were positively impacted by a higher operating margin on processing and services revenue and negatively impacted by reduced product margin due to the increase of prescription product costs over the last 3 years. The negative impact on operating margins due to the inclusion of prescription product costs in revenue and expense was 3 percentage points in 2005 and 2 percentage points in 2004. In addition, the inclusion of customer reimbursements of $351.0 million, $379.2 million and $333.3 million in 2005, 2004 and 2003, respectively, in both revenue and expense, had a negative impact on operating margins of 2 percentage points in 2005, 2004 and 2003.

SEGMENT RESULTS

The Company provides information management systems and services to the financial and health benefits industries, including transaction processing outsourcing, business process outsourcing and software and systems solutions. The Company's continuing operations are classified into three business segments: Financial institution outsourcing, systems and services ("Financial"); Health plan management services ("Health"); and Investment support services ("Investment"). Adjusted revenues presented in this table exclude the revenues associated with customer reimbursements and the pass-through portion of the prescription product costs since both of these items offset in revenues and expenses. Adjusted revenue is a non-GAAP financial measure that the Company believes is useful to investors because it provides a measurement of growth excluding pass-through revenue and expense as management does not believe these items are necessarily an indicator of the Company's current or future performance. Adjusted revenues as calculated by the Company is not necessarily comparable to similarly titled measures presented by other companies.

	Revenue *(In millions)*			
Years ended December 31,	**Financial**	**Health**	**Investment**	**Total**
2005				
Total revenues	**$2,908.1**	**$1,017.0**	**$ 134.4**	**$4,059.5**
Less:				
Customer reimbursements	**345.3**	**5.8**	**—**	**351.0**
Prescription product costs	**—**	**540.0**	**—**	**540.0**
Adjusted revenues	**$2,562.8**	**$ 471.2**	**$ 134.4**	**$3,168.4**
2004				
Total revenues	$2,702.7	$ 901.5	$ 125.5	$3,729.7
Less:				
Customer reimbursements	363.6	15.6	—	379.2
Prescription product costs	—	439.6	—	439.6
Adjusted revenues	$2,339.1	$ 446.3	$ 125.5	$2,911.0
2003				
Total revenues	$2,409.0	$ 399.7	$ 116.6	$2,925.4
Less:				
Customer reimbursements	332.6	0.7	—	333.3
Prescription product costs	—	55.9	—	55.9
Adjusted revenues	$2,076.4	$ 343.2	$ 116.6	$2,536.2
Total Revenue growth: (1)				
2005	**8%**	**13%**	**7%**	**9%**
2004	12%	126%	8%	27%
Adjusted Revenue growth: (1)				
2005	**10%**	**6%**	**7%**	**9%**
2004	13%	30%	8%	15%

(1) Represents total and adjusted revenue growth over the prior year period.

	Operating Income *(In millions)*			
Years ended December 31,	**Financial**	**Health**	**Investment**	**Total**
Operating Income:				
2005	**$ 639.9**	**$80.4**	**$ 25.0**	**$745.4**
2004	563.6	75.4	20.6	659.6
2003	457.8	47.5	16.6	521.8
Operating Income Growth: (1)				
2005	**14%**	**7%**	**22%**	**13%**
2004	23%	59%	24%	26%
Operating Margin:				
2005	**22%**	**8%**	**19%**	**18%**
2004	21%	8%	16%	18%
2003	19%	12%	14%	18%

(1) Represents operating income growth over the prior year period.

INTERNAL REVENUE GROWTH

Internal revenue growth percentages are measured as the increase or decrease in total revenues for the current period less "acquired revenue from acquisitions" divided by total revenues from the prior year period plus "acquired revenue from acquisitions." "Acquired revenue from acquisitions" represents pre-acquisition revenue of acquired companies, less dispositions, for the comparable prior year period. Internal revenue growth percentage is a non-GAAP financial measure that the Company believes is useful to investors because it provides a breakdown of internal and acquisition-related revenue growth. The following table sets forth the calculation of internal revenue growth percentages:

	Years ended December 31, *(In millions)*			Years ended December 31, *(In millions)*		
	2005	2004	Increase (Decrease)	2004	2003	Increase (Decrease)
Total Company						
Total revenues	**$4,059.5**	$3,729.7	$ 329.7	$3,729.7	$2,925.4	$ 804.4
Acquired revenue from acquisitions		67.5	(67.5)		456.0	(456.0)
Total	**$4,059.5**	$3,797.2	$ 262.2	$3,729.7	$3,381.4	$ 348.4
Internal revenue growth percentages:						
Total revenues	**7%**			10%		
Adjusted revenues (1)	**7%**			4%		
By Segment:						
Financial						
Total revenues	**$2,908.1**	$2,702.7	$ 205.3	$2,702.7	$2,409.0	$ 293.7
Acquired revenue from acquisitions		45.7	(45.7)		206.1	(206.1)
Total	**$2,908.1**	$2,748.5	$ 159.6	$2,702.7	$2,615.1	$ 87.6
Internal revenue growth percentages:						
Total revenues	**6%**			3%		
Adjusted revenues (1)	**7%**			2%		
Health						
Total revenues	**$1,017.0**	$ 901.5	$ 115.5	$ 901.5	$ 399.7	$ 501.7
Acquired revenue from acquisitions		21.7	(21.7)		249.9	(249.9)
Total	**$1,017.0**	$ 923.2	$ 93.8	$ 901.5	$ 649.6	$ 251.9
Internal revenue growth percentages:						
Total revenues	**10%**			39%		
Adjusted revenues (1)	**3%**			10%		
Investment						
Total revenues	**$ 134.4**	$ 125.5	$ 8.9	$ 125.5	$ 116.6	$ 8.9
Internal revenue growth percentages						
Total revenues	**7%**			8%		

(1) Adjusted revenue growth is calculated based on adjusted revenues excluding customer reimbursements and prescription product pass-through costs. Acquired revenues in the Health segment include prescription product costs of $11.1 million and $186.8 million in 2004 and 2003, respectively.

Financial

The Financial segment increased total revenues by $205.3 million, or 8%, in 2005 and $293.7 million, or 12%, in 2004. The internal revenue growth rate in the Financial segment was 6% in 2005 and 3% in 2004 with the remaining growth resulting from acquisitions. Adjusted internal revenue growth, excluding the impact of customer reimbursements, was 7% in 2005 and 2% in 2004. The largest contributors to the 2005 internal revenue growth rate in this segment were increased volumes and new clients in the lending division's loan settlement and loan servicing businesses, increased revenue associated with new client growth and cross sales in the bank and credit union operations, incremental revenue associated with the Australian check processing business that began operations in mid-April 2005, higher than normal revenues associated with flood insurance claims processing and an increase in contract termination fees over those received in 2004.

Operating margins in the Financial segment were 22% in 2005, 21% in 2004 and 19% in 2003. Operating margins in 2005 were positively impacted by 60 basis points over 2004 due to an increase in contract termination fees of $21.5 million compared to 2004. The increase in operating margins in 2004 compared to 2003 in the Financial segment was primarily due to continued operating efficiencies and the impact of increased contract termination and assignment fees of $26.6 million or 80 basis points. Customer reimbursements negatively impacted operating margins in the Financial segment by approximately 3 percentage points in 2005, 2004 and 2003.

Health

The Health segment had revenue growth of $115.5 million, or 13%, in 2005 compared to 2004 and $501.7 million, or 126%, in 2004 compared to 2003. The internal revenue growth rate in this segment for 2005 was 10% in 2005 and 39% in 2004 with the remaining growth from acquisitions. Adjusted internal revenue growth, excluding the impact of prescription product and other customer reimbursement costs, was 3% in 2005 and 10% in 2004. The decrease in the 2005 internal revenue growth rate compared to 2004 was primarily due to significant growth of the Company's pharmacy businesses in early 2004 based on the signing of some large clients. In addition, growth of the health plan administration businesses in 2005 was negatively impacted by increased competition in the large commercial employer market.

Operating margins in the Health segment were 8% in 2005 and 2004 and 12% in 2003. The decrease in operating margins in the Health segment in 2005 and 2004 compared to 2003 was due to the Company's entrance into the pharmacy business in mid-2003 and significant revenue growth in this business, which generates operating margins in the mid-single digits due to the inclusion of prescription product costs in revenues and expenses. Prescription product costs negatively impacted operating margins in the Health segment by approximately 9 percentage points in 2005 and 8 percentage points in 2004.

Investment

The Investment segment had revenue growth of $8.9 million in 2005 and 2004, representing revenue growth of 7% and 8%, respectively. Revenue growth was primarily derived from continued new client growth. Operating margins in the Investment segment were 19% in 2005, 16% in 2004 and 14% in 2003. The increase in operating margin in 2005 compared to the prior periods was primarily due to a temporary increase in cash investment balances in 2005 that improved net investment income. The 2004 increase in operating margins over 2003 was primarily due to increased trust administration fees and investment income and the completion of the Investment segment's operations consolidation to one technology platform and into a single location.

DISCONTINUED OPERATIONS

On March 24, 2005, the Company completed the sale of its securities clearing businesses to Fidelity Global Brokerage Group, Inc. for $344.9 million paid in cash at closing, subject to certain post-closing adjustments. Prior to completion of the sale, the securities clearing businesses paid a $68.0 million cash distribution to the Company. The sales proceeds, net of related expenses, including taxes that became due upon the sale of the securities clearing businesses, approximated the Company's carrying value of its investment. In 2005, the Company recorded a net loss on the sale of discontinued operations of $0.4 million, net of related income taxes of $48.7 million. The higher income tax expense on the sale of the securities clearing operations was primarily due to a significantly lower tax basis than book basis in the discontinued operations due primarily to a tax free exchange in the Company's initial purchase of one of the companies included in discontinued operations. The stock purchase agreement also provides for a contingent payment of up to $15.0 million to be paid after the first anniversary of the closing date based on achievement of certain revenue targets. In addition, the stock purchase agreement provided that the Company retained the liability associated with the SEC investigation of the Company's former subsidiary, Fiserv Securities, Inc. ("FSI"). In April 2005, FSI settled with the SEC on this matter for $15.0 million, which was fully accrued for in the Company's 2004 financial statements. During 2005, the Company recorded $0.03 per share in diluted earnings in discontinued operations primarily as a result of favorable resolutions of income tax uncertainties.

In the third quarter of 2005, the Company received an indemnification notice under the stock purchase agreement regarding FSI's past maintenance of certain documentation related to FSI's introducing broker dealers' customers. The Company is currently investigating the merits of this matter and is unable to estimate or predict the ultimate outcome or determine whether this matter will have a material adverse impact on the Company's discontinued operations' results.

INTEREST INCOME

In 2005, interest income was $13.6 million compared to $6.7 million in 2004 and $7.3 million in 2003. The increase in 2005 was primarily due to interest income earned on increased cash balances in 2005 resulting from the proceeds received on the sale of the securities clearing businesses.

REALIZED GAIN FROM SALE OF INVESTMENTS

In 2005, the Company recorded a pre-tax realized gain of $43.5 million, or $0.14 per share after tax, from the sale of its remaining ownership of 3.2 million shares of Bisys Group, Inc. common stock. In addition, the Company sold its investment in INTRIA Items, Inc. to its partner, Canadian Imperial Bank of Commerce (CIBC), recognizing a pre-tax gain of $43.4 million, or $0.15 per share after tax, subject to post-closing adjustments. CIBC decided to purchase the Company's share as a part of its ongoing reorganization of the bank's Canadian retail network and supporting back-office operations.

INCOME TAX PROVISION

The effective income tax rate on continuing operations was 37.5% in 2005, 38.4% in 2004 and 39.0% in 2003. The decrease in the 2005 tax rate was primarily due to a lower tax rate on the sale of its investments mentioned previously and certain one-time tax benefits associated with a number of factors including tax law changes, tax audits closing and finalization of various tax returns. The income tax rate on continuing operations for 2006 is expected to be 38.7%.

NET INCOME PER SHARE - DILUTED

Net income per share-diluted for 2005 was $2.70 compared to $1.91 in 2004 and $1.61 in 2003. Net income per share-diluted from continuing operations for 2005 was $2.68 compared to $2.00 in 2004 and $1.58 in 2003. The $2.68 in net income from continuing operations per share for 2005 was positively impacted by $0.29 per share due to the realized gain on sale of investments and $0.07 per share from an increase in contract termination fees in 2005 compared to 2004.

Historically, the Company's growth has been accomplished, to a significant degree, through the acquisition of businesses that are complementary to its operations. Management believes that a number of acquisition candidates are available that would further enhance the Company's competitive position and plans to pursue them vigorously. Management is engaged in an ongoing program to reduce expenses related to acquisitions and existing operations by eliminating operating redundancies. The Company's approach has been to move slowly in achieving this goal in order to minimize the amount of disruption experienced by its clients and the potential loss of clients due to this program.

LIQUIDITY AND CAPITAL RESOURCES

Free cash flow is measured as net cash provided by operating activities from continuing operations less capital expenditures including capitalization of software costs for external customers, as reported in the Company's consolidated statements of cash flows. Free cash flow is a non-GAAP financial measure that the Company believes is useful to investors because it provides another measure of available cash flow after the Company has satisfied the capital requirements of its operations. The following table summarizes free cash flow for the Company during the years ended December 31:

(In millions)	**2005**	**2004**	**2003**
Net cash provided by operating activities from continuing operations	**$ 597.1**	$ 698.4	$ 595.7
Capital expenditures, including capitalization of software costs for external customers	**(165.0)**	(161.1)	(139.1)
Free cash flow	**$ 432.2**	$ 537.3	$ 456.6

Free cash flow decreased by $105.1 million in 2005 compared to 2004 primarily due to higher estimated tax payments made in 2005 compared to 2004 resulting in a negative impact of $48.9 million on free cash flow and an increase in accounts receivable resulting in a negative impact on free cash flow of $64.2 million compared to 2004. The increase in accounts receivable was primarily due to increased internal revenue growth in the Financial segment and no further improvements to the significant improvements made in prior years in receivable collections and days sales outstanding. In 2005, the Company primarily used its free cash flow of $432.2 million, cash of $282.2 million received from the sale of the securities businesses and the $68.0 million cash distribution received from the discontinued operations prior to its sale to fund acquisitions of $509.6 million and to repurchase $652.6 million of stock.

Long-term debt includes $308.2 million borrowed under the Company's $700.0 million credit and commercial paper facilities, which are comprised of a $465.3 million five-year revolving credit facility due in 2009 and a $234.7 million 364-day revolving credit facility, which is renewable annually through 2009. The Company must, among other requirements under the facilities, maintain a minimum net worth of $2.0 billion as of December 31, 2005 and limit its total debt to no more than three and one-half times the Company's earnings before interest, taxes, depreciation and amortization. At December 31, 2005, the Company had $595.4 million of long-term debt, while shareholders' equity was $2.5 billion. The Company was in compliance with all debt covenants throughout 2005.

At December 31, 2005, the Company had operating lease commitments for office facilities and equipment aggregating $424.5 million, of which $93.7 million will be incurred in 2006. The Company believes that its cash flow from operations together with other available sources of funds will be adequate to meet its operating requirements, debt repayments, contingent payments in connection with business acquisitions and ordinary capital spending needs in 2006. At December 31, 2005, the Company had $398.8 million available for borrowing and $184.5 million in cash and cash equivalents. In the event that the Company makes significant future acquisitions, however, it may raise funds through additional borrowings or the issuance of securities.

The Company's current policy is to retain earnings to support future business opportunities, rather than to pay dividends. In 2004, the Company's Board of Directors authorized the repurchase of 8.3 million shares of the Company's common stock which the Company fully utilized by December 31, 2005. In July 2005, the Company's Board of Directors authorized the repurchase of an additional 10.0 million shares of the Company's common stock. During 2005, the Company repurchased 15.2 million shares for $652.6 million and as of December 31, 2005, 3.1 million shares remained authorized for repurchase under the current stock buy back plan. On February 21, 2006, the Board of Directors authorized the repurchase of up to 10.0 million additional shares of the Company's common stock. Shares repurchased under the existing authorizations are made through open market transactions as market conditions warrant. Shares acquired have historically been held for issuance in connection with acquisitions and employee stock option and purchase plans.

OFF-BALANCE SHEET ARRANGEMENTS AND CONTRACTUAL OBLIGATIONS

The Company does not have any material off-balance sheet arrangements. Purchase obligations primarily relate to agreements to purchase or license data processing equipment and software. The following table details the Company's contractual cash obligations at December 31, 2005:

(In millions)	**Total**	**Less than 1 year**	**1-3 years**	**3-5 years**	**More than 5 years**
Long-term debt	**$ 595.4**	**$ 14.2**	**$269.6**	**$311.6**	**—**
Minimum operating lease payments	**424.5**	**93.7**	**144.8**	**93.5**	**$ 92.5**
Purchase obligations	**60.2**	**20.1**	**39.2**	**0.9**	**—**
Total	**$1,080.0**	**$ 128.0**	**$453.6**	**$406.1**	**$ 92.5**

SELECTED FINANCIAL DATA

The following data, which has been affected by acquisitions, should be read in conjunction with the consolidated financial statements and related notes thereto included elsewhere in this Annual Report.

(In thousands, except per share data) *Years ended December 31,*	**2005**	**2004**	**2003**	**2002**	**2001**
Total revenues	**$ 4,059,478**	$ 3,729,746	$ 2,925,367	$ 2,389,392	$ 2,023,776
Income from continuing operations	**511,357**	394,898	308,823	259,331	198,676
Income (loss) from discontinued operations	**5,081**	(17,256)	6,189	6,806	9,541
Net income	**516,438**	377,642	315,012	266,137	208,217
Basic net income (loss) per share:					
Continuing operations	**$ 2.71**	$ 2.03	$ 1.60	$ 1.36	$ 1.06
Discontinued operations	**0.03**	(0.09)	0.03	0.04	0.05
TOTAL	**$ 2.74**	$ 1.94	$ 1.63	$ 1.39	$ 1.11
Diluted net income (loss) per share:					
Continuing operations	**$ 2.68**	$ 2.00	$ 1.58	$ 1.33	$ 1.04
Discontinued operations	**0.03**	(0.09)	0.03	0.03	0.05
TOTAL	**$ 2.70**	$ 1.91	$ 1.61	$ 1.37	$ 1.09
Total assets	**$ 6,039,516**	$ 8,383,349	$ 7,214,175	$ 6,438,705	$ 5,322,242
Long-term debt	**595,385**	505,327	699,116	482,824	343,093
Shareholders' equity	**2,465,740**	2,564,422	2,199,808	1,827,669	1,604,826

MARKET PRICE INFORMATION

The following information relates to the high and low sales price of the Company's common stock, which is traded on the Nasdaq Stock Market under the symbol FISV.

	2005		**2004**	
Quarter Ended	**High**	**Low**	**High**	**Low**
March 31	**$40.58**	**$36.33**	$ 40.61	$ 35.02
June 30	**44.25**	**38.94**	41.00	34.10
September 30	**46.85**	**42.06**	39.05	32.20
December 31	**46.89**	**41.05**	41.01	33.28

At December 31, 2005, the Company's common stock was held by 10,353 shareholders of record. It is estimated that an additional 69,000 shareholders own the Company's stock through nominee or street name accounts with brokers. The closing sale price for the Company's stock on February 28, 2006, was $41.50 per share.

QUARTERLY FINANCIAL INFORMATION (Unaudited)

(In thousands, except per share data)	Quarters First	Second	Third	Fourth	Total
2005					
Total revenues	**$ 973,114**	**$ 996,426**	**$ 1,011,645**	**$ 1,078,293**	**$ 4,059,478**
Total expenses	**785,098**	**809,181**	**840,126**	**879,677**	**3,314,082**
Operating income	**188,016**	**187,245**	**171,519**	**198,616**	**745,396**
Interest expense - net	**(3,662)**	**(1,280)**	**(3,429)**	**(5,896)**	**(14,267)**
Realized gain from sale of investments	**43,452**	**—**	**—**	**43,370**	**86,822**
Income from continuing operations before income taxes	**227,806**	**185,965**	**168,090**	**236,090**	**817,951**
Income tax provision	**88,161**	**71,968**	**58,751**	**87,714**	**306,594**
Income from continuing operations	**139,645**	**113,997**	**109,339**	**148,376**	**511,357**
Income (loss) from discontinued operations, net of tax	**(619)**	**—**	**3,600**	**2,100**	**5,081**
Net income	**$ 139,026**	**$ 113,997**	**$ 112,939**	**$ 150,476**	**$ 516,438**
Basic net income per share:					
Continuing operations	**$ 0.72**	**$ 0.60**	**$ 0.58**	**$ 0.81**	**$ 2.71**
Discontinued operations	**—**	**—**	**0.02**	**0.01**	**0.03**
TOTAL	**$ 0.72**	**$ 0.60**	**$ 0.60**	**$ 0.82**	**$ 2.74**
Diluted net income per share:					
Continuing operations	**$ 0.71**	**$ 0.59**	**$ 0.58**	**$ 0.80**	**$ 2.68**
Discontinued operations	**—**	**—**	**0.02**	**0.01**	**0.03**
TOTAL	**$ 0.71**	**$ 0.59**	**$ 0.60**	**$ 0.81**	**$ 2.70**

(In thousands, except per share data)	Quarters First	Second	Third	Fourth	Total
2004					
Total revenues	$ 908,877	$ 919,773	$ 934,692	$ 966,404	$ 3,729,746
Total expenses	747,539	757,861	760,994	803,792	3,070,186
Operating income	161,338	161,912	173,698	162,612	659,560
Interest expense - net	(4,732)	(4,486)	(4,395)	(4,581)	(18,194)
Income from continuing operations before income taxes	156,606	157,426	169,303	158,031	641,366
Income tax provision	60,897	61,331	65,008	59,232	246,468
Income from continuing operations	95,709	96,095	104,295	98,799	394,898
Loss from discontinued operations, net of tax	(2,911)	(1,061)	(11,938)	(1,346)	(17,256)
Net income	$ 92,798	$ 95,034	$ 92,357	$ 97,453	$ 377,642
Basic net income (loss) per share:					
Continuing operations	$ 0.49	$ 0.49	$ 0.53	$ 0.51	$ 2.03
Discontinued operations	(0.01)	(0.01)	(0.06)	(0.01)	(0.09)
TOTAL	$ 0.48	$ 0.49	$ 0.47	$ 0.50	$ 1.94
Diluted net income (loss) per share:					
Continuing operations	$ 0.49	$ 0.49	$ 0.53	$ 0.50	$ 2.00
Discontinued operations	(0.01)	(0.01)	(0.06)	(0.01)	(0.09)
TOTAL	$ 0.47	$ 0.48	$ 0.47	$ 0.49	$ 1.91

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Fiserv, Inc.

We have audited the accompanying consolidated balance sheets of Fiserv, Inc. and subsidiaries (the "Company") as of December 31, 2005 and 2004, and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Fiserv, Inc. and subsidiaries as of December 31, 2005 and 2004, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2005, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1, during 2005 the Company revised the format of its statement of income. All prior periods have been revised to be consistent with the 2005 presentation. This revision to the income statement presentation did not impact previously reported total revenues, total expenses, operating income, net income or net income per share. In addition, as also discussed in Note 1, in 2005, the Company revised its presentation of the statements of cash flows to present separate disclosure of the cash flows from operating, investing and financing activities of the discontinued operations and has revised the statements of cash flows for the years ended December 31, 2004 and 2003.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of the Company's internal control over financial reporting as of December 31, 2005, based on the criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 13, 2006 expressed an unqualified opinion on management's assessment of the Company's internal control over financial reporting and an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Deloitte & Touche LLP
Milwaukee, Wisconsin
March 13, 2006

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to risk that controls may become inadequate because of changes in conditions.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2005. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control – Integrated Framework.* Based on our management's assessment, our management believes that, as of December 31, 2005, our internal control over financial reporting was effective based on those criteria.

Our independent registered public accounting firm has issued their attestation report on our assessment of our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Fiserv, Inc.

We have audited management's assessment, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting, that Fiserv, Inc. and subsidiaries (the "Company") maintained effective internal control over financial reporting as of December 31, 2005, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assessment that the Company maintained effective internal control over financial reporting as of December 31, 2005, is fairly stated, in all material respects, based on the criteria established in *Internal Control - Integrated Framework* issued by the COSO. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2005, based on the criteria established in *Internal Control - Integrated Framework* issued by the COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2005 of the Company and our report dated March 13, 2006 expressed an unqualified opinion on those financial statements (which report includes an explanatory paragraph relating to revisions to the income statement and statement of cash flows presentation as described in Note 1).

/s/ Deloitte & Touche LLP

Deloitte & Touche LLP
Milwaukee, Wisconsin
March 13, 2006

EXHIBIT 21

SUBSIDIARIES OF THE REGISTRANT

Name under which Subsidiary does Business	State (Country) of Incorporation
Administrative Services Group, Inc.	Kentucky
Advanced Insurance Coverages, Inc.	Florida
Agio Insurance Agency, Inc.	Montana
Artius, Inc.	Ohio
Aspen Investment Alliance, Inc.	Colorado
Avidyn Health, LLLP	Delaware
AVIDYN Holdings, Inc.	Delaware
Benefit Control Management, LLC	Texas
Benefit Planners Limited, L.L.P.	Texas
Benesight, Inc.	Delaware
Benesight.com, Incorporated	Delaware
BillMatrix Corporation	Delaware
BMC Government Services, Inc.	Delaware
BMC Processing, Inc.	Delaware
BMC Resources, Inc.	Delaware
BMC U.S., Inc.	Delaware
BP Inc.	Delaware
Commonwealth Administrators, LLC	Kentucky
Cusick Enterprises Limited, L.L.P.	Texas
Cusick Management, LLC	Texas
Data-Chain Solutions, Inc.	Delaware
Data-Link Systems, LLC	Wisconsin
DelMar Datatrac, Inc.	California
DirectComp Rx, Inc.	Delaware
EPSIIA Corporation	Texas
Fidelity Fullfillment Center, LLC	Delaware
Fiserv (ASPAC) Pte. Ltd	Singapore
Fiserv (Bejing) Technology Ltd	China
Fiserv (Europe) Ltd	United Kingdom
Fiserv Affinity, Inc.	Colorado
Fiserv Argentina S.R.L.	Argentina
Fiserv Australia Pty Limited	New South Wales
Fiserv BP, Inc.	Wisconsin
Fiserv BPI, Inc.	Texas
Fiserv CIR, Inc.	Delaware
Fiserv Clearing, Inc.	Delaware
Fiserv Colombia Limitada	Colombia
Fiserv Connecticut Sub, Inc.	Connecticut
Fiserv Costa Rica, S.A.	Costa Rica
Fiserv CSW, Inc.	Massachusetts
Fiserv e-Lending Solutions, Inc.	Delaware
Fiserv Federal Systems, Inc.	Delaware
FIserv Fresno, Inc.	California
Fiserv FSC, Inc.	California
Fiserv Global Services, Inc.	Delaware

EXHIBIT 21 ***(continued)***

SUBSIDIARIES OF THE REGISTRANT

Name under which Subsidiary does Business	State (Country) of Incorporation
Fiserv Health, Inc.	Delaware
Fiserv Health Merger Sub, Inc.	Delaware
Fiserv India Private Limited	India
Fiserv International (Barbados) Limited	Barbados
Fiserv LeMans, Inc.	Delaware
Fiserv Mercosur, Inc.	Delaware
Fiserv PAR, Inc.	Wisconsin
Fiserv Polska Sp. z.o.o.	Poland
Fiserv Puerto Rico, Inc.	Puerto Rico
Fiserv Solutions of Australia Pty Ltd.	Victoria
Fiserv Solutions of Canada Inc.	Ontario
Fiserv Solutions, Inc.	Wisconsin
Fiserv Trust Company	Colorado
General American Corporation	Arizona
General American Corporation	Nevada
General American Corporation	Pennsylvania
General American Corporation of Alabama, L.L.C.	Alabama
General American Corporation of Maryland, Inc.	Maryland
General American Corporation South, Inc.	Florida
General American Corporation Title Agency, Inc.	Ohio
Harrington Benefit Services, Inc.	Delaware
ILS Services, LLC	Delaware
ILS Title Agency of Alabama, LLC	Alabama
ILS Title Agency, LLC	Delaware
IMS Direct, Inc.	Florida
Information Technology, Inc.	Nebraska
Innoviant Pharmacy, Inc.	Pennsylvania
Innoviant, Inc.	Delaware
Insurance Education Institute, Inc.	North Carolina
Insurance Management Solutions Group, Inc.	Florida
Insurance Management Solutions, Inc.	Florida
Interactive Technologies, Inc.	New Jersey
Interactive Technologies Europe, Ltd.	United Kingdom
ITI of Nebraska, Inc.	Nebraska
J.O. One, Ltd	Texas
J.W. Hutton, Inc.	Iowa
Lenders Financial Services, LLC	California
National Flood Services, Inc.	Montana
ppoOne, Inc.	Delaware
Precision Computer Systems, Inc.	South Dakota
Precision Direct, Inc.	Washington
Preferred Health Arrangement Limited, L.L.P.	Texas
PT Fiserv Indonesia	Indonesia
RegEd Inc.	North Carolina
REH Agency, Inc.	Ohio

EXHIBIT 21 ***(continued)***

SUBSIDIARIES OF THE REGISTRANT

Name under which Subsidiary does Business	State (Country) of Incorporation
ReliaQuote, Inc.	Virginia
RemitStream Solutions, LLC	Delaware
Results International Systems, Inc.	Ohio
RL Reserve, Inc.	Colorado
RSA Mortgage Solutions, Inc.	Delaware
RSA Solutions, Inc.	Delaware
Sheridan RE	Cayman Islands
TelePay, Inc.	Texas
Third Party Solutions, Inc.	Delaware
Trust Industrial Bank	Colorado
USERS Incorporated	Maryland
Wausau Benefits, Inc.	Delaware
Wausau Disability Benefits, Inc.	Delaware
XP Systems Corporation	Minnesota

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-120359, 333-64353, 333-04417, 333-28121, 333-34310 and 333-34396 on Form S-8; Registration Statement No. 333-44935 on Form S-4, and Registration Statement No. 333-104270 on Form S-3 of our reports dated March 13, 2006, relating to the consolidated financial statements (which report expresses an unqualified opinion and includes an explanatory paragraph relating to revisions to the income statement and statement of cash flows presentation as described in Note 1) and financial statement schedule of Fiserv, Inc., and management's report on the effectiveness of internal control over financial reporting, appearing in and incorporated by reference in this annual report on Form 10-K for the year ended December 31, 2005.

/s/ Deloitte & Touche LLP

Deloitte & Touche LLP
Milwaukee, Wisconsin
March 13, 2006

EXHIBIT 31.1

CERTIFICATIONS

I, Jeffery W. Yabuki, certify that:

1. I have reviewed this Annual Report on Form 10-K of Fiserv, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2006

By: /s/ Jeffery W. Yabuki
Jeffery W. Yabuki
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Kenneth R. Jensen, certify that:

1. I have reviewed this Annual Report on Form 10-K of Fiserv, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2006

By: /s/ Kenneth R. Jensen

Kenneth R. Jensen
Senior Executive Vice President,
Chief Financial Officer, Treasurer and
Assistant Secretary

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Fiserv, Inc. (the “Company”) for the year ended December 31, 2005 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Jeffery W. Yabuki, as President and Chief Executive Officer of the Company, and Kenneth R. Jensen, as Senior Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary of the Company, each hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Jeffery W. Yabuki
Jeffery W. Yabuki
President and Chief Executive Officer
March 15, 2006

/s/ Kenneth R. Jensen
Kenneth R. Jensen
Senior Executive Vice President, Chief
Financial Officer, Treasurer and Assistant Secretary
March 15, 2006