UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Fiscal Year Ended December 31, 2020

or

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

Commission File No. 001-37394

Black Knight, Inc.
(Exact name of registrant as specified in its charter)

Delaware	81-5265638
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification Number)*
601 Riverside Avenue, Jacksonville, Florida	32204
(Address of principal executive offices)	*(Zip Code)*

(904) 854-5100
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.0001 par value	BKI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ 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 ☑

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 ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐
						Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report ☑

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

The aggregate market value of the shares of Black Knight, Inc. common stock held by non-affiliates of the registrant as of June 30, 2020 was $10,908,979,941 based on the closing price of $72.56 as reported by the New York Stock Exchange.

As of February 25, 2021, there were 156,799,773 shares of Black Knight, Inc. common stock outstanding.

The information in Part III hereof is incorporated by reference to certain information from the registrant's definitive proxy statement for the 2020 annual meeting of shareholders. The registrant intends to file the proxy statement within 120 days after the close of the fiscal year that is the subject of this Report.

BLACK KNIGHT, INC.
FORM 10-K
TABLE OF CONTENTS

		Page Number
	PART I	
Item 1.	Business	2
Item 1A.	Risk Factors	10
Item 1B.	Unresolved Staff Comments	23
Item 2.	Properties	23
Item 3.	Legal Proceedings	23
Item 4.	Mine Safety Disclosure	23
	PART II	
Item 5.	Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities	23
Item 6.	Selected Financial Data	24
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	25
Item 7A.	Quantitative and Qualitative Disclosure About Market Risk	38
Item 8.	Financial Statements and Supplementary Data	39
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	85
Item 9A.	Controls and Procedures	85
Item 9B.	Other Information	87
	PART III	
Item 10.	Directors and Executive Officers of the Registrant	87
Item 11.	Executive Compensation	87
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters	87
Item 13.	Certain Relationships, Related Transactions and Director Independence	87
Item 14.	Principal Accounting Fees and Services	87
	PART IV	
Item 15.	Exhibits and Financial Statement Schedules	88
Item 16.	Form 10-K Summary	91

Statement Regarding Forward-Looking Information

The statements contained in this Annual Report on Form 10-K or in our other documents or in oral presentations or other statements made by our management that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including statements regarding our expectations, hopes, intentions or strategies regarding the future. These statements relate to, among other things, future financial and operating results of Black Knight. In many cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "could," "potential" or "continue," or the negative of these terms and other comparable terminology. Actual results could differ materially from those anticipated in these statements as a result of a number of factors, including, but not limited to the following:

- changes in general economic, business, regulatory and political conditions, including those resulting from pandemics such as COVID-19, particularly as they affect foreclosures and the mortgage industry;
- the outbreak of COVID-19 and measures to reduce its spread, including the effect of governmental or voluntary actions such as business shutdowns and stay-at-home orders;
- security breaches against our information systems or breaches involving our third-party vendors;
- changes to our relationships with our top clients, whom we rely on for a significant portion of our revenues and profit;
- limitation of our growth due to the time and expense associated with switching from competitors' software and services;
- our ability to meet our contractual commitments and to offer high-quality technical support services;
- our ability to comply with or changes in laws, rules and regulations that affect our and our clients' businesses;
- consolidation in our end client market;
- regulatory developments with respect to use of consumer data and public records;
- efforts by the government to address the mortgage market and economic environment;
- our clients' relationships with government-sponsored enterprises;
- our ability to adapt our solutions to technological changes or evolving industry standards or to achieve our growth strategies;
- our ability to compete effectively;
- increase in the availability of free or relatively inexpensive information;
- our ability to protect our proprietary software and information rights;
- infringement on the proprietary rights of others by our applications or services;
- our ability to successfully consummate, integrate and achieve the intended benefits of acquisitions, including the acquisition of Optimal Blue, LLC ("Optimal Blue");
- our reliance on third parties;
- our dependence on our ability to access data from external sources;
- our international operations and third-party service providers;
- our investment in Dun & Bradstreet Holdings, Inc. ("DNB");
- system failures or service interruptions;
- delays or difficulty in developing or implementing new, enhanced or existing mortgage processing or software solutions;
- change in the strength of the economy and housing market generally;
- our existing indebtedness and any additional significant debt we incur;
- the adequacy of our policies and procedures;
- litigation, investigations or other actions against us;
- the market price of our common stock may be volatile;
- our charter and bylaws and provisions of Delaware law may discourage or prevent strategic transactions;
- our intention not to pay dividends on our common stock for the foreseeable future; and
- restrictions on our ability to pursue potential business opportunities under a non-competition agreement with Fidelity National Financial, Inc. and its subsidiaries ("FNF") that we entered in connection with the spin-off from FNF (the "Distribution").

See "Risk Factors" for a further description of these and other factors. For the reasons described above, we caution you against relying on any forward-looking statements, which should also be read in conjunction with the other cautionary statements that are included elsewhere in this Annual Report on Form 10-K. Any forward-looking statement made by us in this Annual Report on Form 10-K speaks only as of the date on which we make it. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We are not under any obligation (and expressly disclaim any such obligation) to update or alter our forward-looking statements, whether as a result of new information, future events or otherwise. You should carefully consider the possibility that actual results may differ materially from our forward-looking statements.

Part I

Item 1. *Business*

Except as otherwise indicated or unless the context otherwise requires, all references to "Black Knight," the "Company," "we," "us" or "our" are to Black Knight, Inc., a Delaware corporation, and its subsidiaries ("BKI").

Overview

We are an award-winning software, data and analytics company that drives innovation in the mortgage lending and servicing and real estate industries, as well as the capital and secondary markets. Businesses leverage our robust, integrated solutions across the entire homeownership life cycle to help retain existing clients, gain new clients, mitigate risk and operate more effectively. Our clients rely on our proven, comprehensive, scalable products and our unwavering commitment to delivering exceptional client support to achieve their strategic goals and better serve their customers.

We have market-leading vertical software solutions combined with comprehensive real estate data and extensive analytic capabilities. Our solutions are utilized by U.S. mortgage originators and servicers, as well as other financial institutions, investors and real estate professionals, to support mortgage lending and servicing operations, analyze portfolios and properties, operate more efficiently, meet regulatory compliance requirements and mitigate risk.

We believe the breadth and depth of our comprehensive end-to-end, integrated solutions and the insight we provide to our clients differentiate us from other software providers and position us particularly well for emerging opportunities. We have served the mortgage and real estate industries for over 55 years and utilize this experience to design and develop solutions that fit our clients' ever-evolving needs. Our proprietary software solutions and data and analytics capabilities are designed to reduce manual processes, support compliance and quality, mitigate risk and deliver significant cost savings to our clients. Our scale allows us to continually and cost-effectively invest in our business in order to meet industry requirements and maintain our position as a provider of industry-standard platforms for mortgage market participants.

The table below summarizes active first and second lien mortgage loans on our mortgage loan servicing software solution and the related market data, reflecting our leadership in the mortgage loan servicing software solutions market (in millions):

	First lien as of December 31,		Second lien as of December 31,		Total first and second lien as of December 31,	
	2020	2019	2020	2019	2020	2019
Active loans	32.4	31.2	3.5	2.7	35.9	33.9
Market size	53.4 (1)	53.0 (1)	12.4 (2)	13.4 (2)	65.8	66.4
Market share	61%	59%	28%	20%	55%	51%

(1) According to the Black Knight Mortgage Monitor Reports as of December 31, 2020 and 2019 for U.S. first lien mortgage loans.
(2) According to the January 2021 and December 2019 Equifax National Consumer Credit Trends Reports as of January 4, 2021 and September 30, 2019, respectively, for U.S. second lien mortgage loans.

We offer our solutions to a wide range of clients across the mortgage and consumer loan, real estate and capital markets verticals. The quality and breadth of our solutions contribute to the long-standing nature of our relationships with our clients, the majority of whom enter into long-term contracts across multiple products that are embedded in their mission-critical workflow and decision processes, particularly in the Software Solutions segment. Given the contractual nature of our revenues and stickiness of our client relationships, our revenues are highly visible and recurring in nature. Due to our integrated suite of solutions and our scale, we are able to drive significant operating leverage, which we believe enables our clients to operate more efficiently while allowing us to generate strong margins and cash flows.

Our Markets

The U.S. mortgage loan market is large, and the loan lifecycle is complex and consists of several stages. The mortgage loan lifecycle includes origination, servicing and default. Mortgage loans are originated to finance home purchases or refinance existing mortgage loans. Once a mortgage loan is originated, it is serviced on a periodic basis by mortgage loan servicers, which may not be the lenders that originated the mortgage loan. Furthermore, if a mortgage loan experiences default, it triggers a set of multifaceted processes with an assortment of potential outcomes depending on a mix of variables.

Underlying the three major components of the mortgage loan lifecycle are the software, data and analytics support behind each process, which have become increasingly critical to industry participants due to the complexity of regulatory requirements. As the industry has grown in complexity, participants have responded by outsourcing to large scale specialty providers, automating manual processes and seeking end-to-end solutions that support the processes required to manage the entire mortgage loan lifecycle.

Overview of the Markets We Serve

The U.S. mortgage loan servicing market is comprised of first and second lien mortgage loans. Even through housing downturns, the mortgage loan servicing market generally remains stable, as the total number of first lien mortgage loans outstanding tends to stay relatively constant. The number of second lien mortgage loans outstanding can vary based on a number of factors including loan-to-value ratios, interest rates and lenders' desire to own such loans.

While delinquent mortgage loans typically represent a small portion of the overall mortgage loan servicing market, the mortgage loan default process is long and complex and involves multiple parties, a significant exchange of data and documentation and extensive regulatory requirements. Providers in the default process must be able to meet strict regulatory guidelines, which we believe are best met through the use of proven technology.

The U.S. mortgage loan origination market consists of both purchase and refinance mortgage loan originations. The mortgage loan origination process is complex and involves multiple parties, significant data exchange and significant regulatory oversight, which requires a comprehensive, scalable solution developed by a company with substantial industry experience. According to the Mortgage Bankers Association ("MBA"), Federal National Mortgage Association ("FNMA") and Federal Home Loan Mortgage Corporation ("FHLMC") the U.S. mortgage loan origination market for purchase and refinance mortgage loan originations was estimated as follows (in billions):

	2020	2019	2018
Mortgage loan originations:			
Purchase	$ 1,424.0	$ 1,272.0	$ 1,185.0
Refinance	2,268.0	796.0	458.0
Total - MBA[1]	$ 3,692.0	$ 2,068.0	$ 1,643.0
Purchase	$ 1,605.0	$ 1,326.0	$ 1,234.0
Refinance	2,806.0	1,136.0	532.0
Total - FNMA[2]	$ 4,411.0	$ 2,462.0	$ 1,766.0
Purchase	$ 1,419.0	$ 1,303.0	$ 1,163.0
Refinance	2,585.0	1,130.0	537.0
Total - FHLMC[3]	$ 4,004.0	$ 2,432.0	$ 1,700.0

Note: Amounts may not recalculate due to rounding.

(1) The 2020, 2019 and 2018 U.S. mortgage loan origination market for purchase and refinance originations is estimated by the MBA Mortgage Finance Forecast as of February 19, 2021, February 18, 2020 and February 11, 2019, respectively.

(2) The 2020 and 2019 U.S. mortgage loan origination market for purchase and refinance originations is estimated by the FNMA Housing Forecast as of January 2021. The 2018 U.S. mortgage loan origination market for purchase and refinance originations is estimated by the FNMA Housing Forecast as of January 2020.

(3) The 2020 and 2019 U.S. mortgage loan origination market for purchase and refinance originations is estimated by the FHLMC Economic and Housing Market Outlook as of January 8, 2021. The 2018 U.S. mortgage loan origination market for purchase and refinance originations is estimated by the FHLMC Economic and Housing Market Outlook as of October 1, 2020.

Market Trends

Market trends that have spurred lenders and servicers to seek software, data and analytics solutions are as follows:

Integral role of technology in the U.S. mortgage loan industry. Over the past few years, the homebuyer's processes have become more digital and banks and other lenders and servicers have become increasingly focused on automation and workflow management to operate more efficiently and meet their regulatory requirements as well as using technology to enhance the consumer experience during the mortgage loan origination, closing and servicing processes. Since the start of the COVID-19 pandemic, our clients have become increasingly aware that digital solutions are integral to their ability to stay connected with their customer base in times when face-to-face interactions are not possible. We believe technology providers must be able to support the complexity and dynamic nature of the market, display extensive industry knowledge and possess the financial resources to make the necessary investments in technology and software to support lenders. This includes an enhanced digital experience along with the application of artificial intelligence, robotic process automation and adaptive learning.

Heightened demand for enhanced transparency and analytic insight. As U.S. mortgage loan market participants work to minimize the risk in lending, servicing and capital markets, they rely on the integration of data and analytics with solutions that enhance the decision-making process. These industry participants rely on large comprehensive third-party databases coupled with enhanced analytics to achieve these goals. The pandemic is putting pressure on the U.S. economy, affecting millions of American jobs and creating a high-level of uncertainty in the volume of work that our clients are facing with possible

delinquent mortgage loans. Mortgage loan market participants are eager for timely data and insights to help them plan and react to the changing environment.

Regulatory changes and oversight. Most U.S. mortgage loan market participants are subject to a high level of regulatory oversight and regulatory requirements as federal and state governments have enacted various new laws, rules and regulations. It is our experience that mortgage lenders have become more focused on minimizing the risk of non-compliance with regulatory requirements and are looking toward solutions that assist them in complying with their regulatory requirements. We expect this trend to continue as additional governmental programs and regulations have been recently enacted to address the economic concerns resulting from the pandemic, and our clients have had to adapt their systems and processes in record time to the shifting landscape. In addition, our clients and our clients' regulators have elevated their focus on privacy and data security while many of our clients' employees are working from home and in light of an increased level of cybersecurity incidents. We expect the industry focus on privacy and data security to continue to increase.

Our Solutions and Services

Our business is organized into two segments: Software Solutions and Data and Analytics. Our solutions provide clients with a comprehensive, integrated software and workflow management solution set that is supported by data and analytics to enhance capabilities and drive efficiencies while assisting our clients with regulatory compliance.

Software Solutions

Our Software Solutions segment offers leading software and hosting solutions that facilitate and automate many of the mission-critical business processes across the homeownership lifecycle. These solutions primarily consist of mortgage loan origination and servicing, processing and workflow management software applications coupled with related support and services.

Our clients in this segment are primarily mortgage lenders and servicers. We believe they use our software and services to reduce their operating costs, improve their ability to provide exceptional customer service and enhance the quality and consistency of various aspects of their mortgage operations. We work with our clients to enhance and integrate our software and services in order to assist them in gaining the greatest value from the solutions we provide.

The primary applications and services within our Software Solutions segment are as follows:

Solution:	Description:
MSP®	A software as a service application that delivers one central, comprehensive platform for mortgage and home equity loans. MSP® provides servicers the ability to automate all areas of loan servicing, including setup and maintenance, customer service, cashiering, escrow administration, investor accounting and default management. It serves as a core application and database of record for first and second lien mortgage loans.
Bankruptcy℠/ Foreclosure℠	This flexible and scalable solution can be used for managing and automating the wide range of different workflow processes involving distressed and non-performing loans. It provides a real-time integration with MSP® and increases process efficiencies while increasing processing volumes.
Invoicing℠	Sophisticated web-based solution that helps servicers save time and eliminate errors by automating every aspect of the billing and invoice process - from invoice set-up to post payment activities.
Servicing Digital℠	A white-labeled mobile solution where consumers can review detailed information about their mortgage loan, home and neighborhood. This solution is powered by our data assets and Actionable Intelligence Platform ("AIP℠"), a unified framework for delivering actionable intelligence across the mortgage loan lifecycle.
Loss Mitigation℠	This application provides servicers using MSP® with a comprehensive, integrated solution that supports industry standard retention and liquidation workouts. The system's highly intuitive interface, built-in workflows and quality control capabilities help streamline the loss mitigation process and reduce risk.
Claims℠	This end-to-end, fully integrated solution helps servicers manage the entire default-related claims process. It facilitates considerable savings of time and resources, reduction of errors and decrease in penalties and curtailments.
Empower®	Dynamic, innovative loan origination system used by lenders to originate their first mortgage loans, home equity loans and lines of credit across the retail, wholesale, consumer-direct and correspondent lending channels. It provides functionality for every facet of the origination process, including first and second lien mortgage loan products support, loan fulfillment and closing, pre- and post-closing audit and compliance functions, product and pricing, electronic document management and industry-standard interfaces. This solution is supported by Borrower Digital℠, which allows end consumers to prequalify and apply for loans using any device and helps servicers to enhance integrity and consistency of data.
Exchange℠	This platform provides a fully interconnected network of originators, agents, settlement services providers and mortgage loan investors in the U.S. It currently connects lenders with more than 25,000 service providers. This secure and integrated solution allows lenders and their service providers to connect and do business electronically.
Expedite®Close	An innovative, end-to-end closing solution that offers the flexibility and scalability lenders need in an eClosing software solution. Based on client-defined rules, decisioning capabilities and transaction data, Expedite Close determines if a closing should use a paper, hybrid or complete digital process. The solution's embedded rules and workflow identifies such factors as jurisdiction requirements, settlement agent processes, consumer preferences and investor requirements – so users don't have to. Expedite Close can support paper and hybrid loan closings today as lenders work toward a full digital option.
Optimal Blue℠ PPE	Product and pricing solutions used by lenders and mortgage brokers to create and maintain competitive and profitable offerings.
CompassPoint℠	Provides the tools, reporting, calculations and automation capabilities necessary to help lenders manage the market risk of their pipeline of interest rate locks. It also provides cash flow engines and modules to help lenders value and understand their portfolio of mortgage servicing rights.
AIVA®	An artificial intelligence virtual assistant that reads, comprehends and draws conclusions based on context to mimic cognitive thinking and build expertise over time. This scalable solution helps deliver operational efficiencies to reduce turn times and origination costs by automating many of the task-oriented and repetitive manual functions that lenders manage every day and accelerating the speed of processing.

We build all of our software platforms to be scalable, secure, flexible, standards-based and web-connected for easy use by our clients. Further, we have a history of being able to bring solutions to market quickly due to investments we have made in integrating our software and development processes.

Data and Analytics

Our Data and Analytics segment supports and enhances our software solutions and is designed to help lenders and servicers make more informed decisions, improve performance, identify and predict risk and generate more qualified leads. We believe, based on our knowledge of the industry and competitors, that we have aggregated one of the largest residential real estate data sets in the United States that is derived from both proprietary and public data sources. Utilizing this data, subject to any applicable use restrictions, and our deep history and understanding of the mortgage market, we have created detailed real estate data solutions that assist in portfolio management, valuations, property records, lead generation and improved risk analysis for all aspects of origination, servicing, default and capital markets/investing. In addition, we deliver data, analytics and software solutions to clients in the real estate, title insurance, MLS and other verticals that rely on property data-centric solutions to make informed decisions and run their businesses.

Our primary data and analytics services are as follows:

- Property data: A nationwide collection of property information on real estate parcels in the United States. The data is delivered through a variety of distribution mechanisms, including web portals, application programming interfaces, bulk files and through integrations with our proprietary mortgage enterprise software platforms.
- Title plant software: A software platform that helps title companies navigate a vast collection of data regarding property ownership, legal and vesting.
- MLS software solution: A software platform that helps regional MLS associations manage their local area property listings. The platform also enables membership management.
- McDash^{SM} loan data: An extensive repository of mortgage loan performance data, representing the majority of the mortgage loan industry. With advanced data-processing capabilities, customized record layouts and flexible delivery options, it offers current, reliable and high-quality information to meet our clients' needs.
- AFT^{SM}: Model that forecasts prepayments, default, delinquencies and losses on residential mortgage loans and securities. It allows servicers to enhance their collection strategies through our Dialer Optimizer^{SM} solution, which offers the capability to risk rank the servicing portfolio based on expected loss and borrower payment patterns using a proven analytical model.
- Automated Valuation Models (AVMs). Industry-leading data, proprietary information, proven methodologies and advanced user and performance testing deliver exceptionally reliable automated property valuations.
- Rapid Analytics Platform ("RAP^{SM}"). An interactive data science platform that helps companies enhance performance, reduce risk and increase efficiencies by providing a single workspace to source data, execute queries, create advanced analytics and train machine learning models to deliver faster insights. Users of RAP^{SM} have the ability to upload their own data on this platform and join it with Black Knight data.

Our Competitive Strengths

We believe our competitive strengths include the following:

- *Market leadership with comprehensive and integrated solutions*. We are a leading provider of comprehensive and integrated solutions. We believe our leadership position is, in part, the result of our unique expertise and insight developed from over 55 years serving the needs of clients in the mortgage loan industry. We have used this insight to develop an integrated and comprehensive suite of proprietary software, data and analytics solutions to automate many of the mission-critical business processes across the entire homeownership lifecycle. These integrated solutions are designed to reduce manual processes, assist in improving organizational compliance and mitigating risk, and to ultimately deliver significant cost savings to our clients. Our digital ecosystem encompasses various elements of the mortgage loan lifecycle. By migrating to a digital homebuying environment, we believe we provide modern solutions for an increasingly digital world.
- *Broad and deep client relationships with significant recurring revenues*. We have long-standing, sticky relationships with our largest clients. We frequently enter into long-term contracts with our software solutions clients that contain a base fee that is contractually obligated. Our products are typically embedded within our clients' mission-critical workflow and decision-making processes across various parts of their organizations.
- *Extensive data assets and analytics capabilities*. We develop and maintain large, accurate and comprehensive data sets on the mortgage loan and housing industry that we believe are competitively differentiated. Our unique data sets provide a combination of public and proprietary data, and each of our data records features a large number of attributes. Our data scientists utilize our data sets, subject to any applicable use restrictions, and comprehensive analytical capabilities to create highly customized reports, including models of customer behavior for originators and servicers, portfolio analytics for capital markets and government agencies and proprietary market insights for

real estate agencies. Our data and analytics capabilities are also embedded into our software solutions and workflow products, providing our clients with integrated and comprehensive solutions.

- *Scalable and cost-effective operating model*. We believe we have a highly attractive and scalable operating model derived from our market leadership, hosted software solutions and the large number of clients we serve. Our scalable operating model provides us with significant benefits. Our scale and operating leverage allows us to add incremental clients to our existing platforms with limited incremental cost. As a result, our operating model drives attractive margins and generates significant cash flow. Also, by leveraging our scale and leading market position, we are able to make cost-effective investments in our software solutions to assist with complex regulatory and compliance requirements, which we believe increases our value proposition to clients.

Our Strategy

Our comprehensive and integrated software solutions, robust data and analytic capabilities, differentiated business model, broad and deep client relationships and other competitive strengths enable us to pursue multiple growth opportunities. We intend to continue to expand our business and grow through the following key strategies:

- *Win new clients*. We intend to attract new clients by demonstrating the value proposition provided by our software and comprehensive solutions offering. In particular, we believe there is a significant opportunity to penetrate the mid-tier mortgage loan originators and servicers market. We believe these institutions can benefit from our proven solutions suite in order to address complex regulatory requirements and compete more effectively in the evolving mortgage loan market. We intend to continue to pursue this channel and benefit from the low incremental cost of adding new clients to our scalable applications and infrastructure.
- *Cross-sell existing products*. We believe our established client base presents a substantial opportunity for growth. We seek to capitalize on the trend of standardization and increased adoption of leading third-party solutions and increase the number of solutions provided to our existing client base. We intend to broaden and deepen our client relationships by cross-selling our suite of end-to-end software solutions, as well as our robust data and analytics. By helping our clients understand the full extent of our comprehensive solutions and the value of leveraging the multiple solutions we offer, we believe we can expand our existing relationships by allowing our clients to focus on their core businesses and their customers.
- *Solution development and innovation*. Our long-term vision is to be the industry-leading provider for participants of the mortgage and consumer loan, real estate and capital markets verticals for their platform, data and analytic needs. We intend to enhance what we believe is a leadership position by continuing to innovate new solutions with urgency and integrate those solutions with our platforms. We have a strong track record of introducing and developing new solutions that span the homeownership lifecycle, are tailored to specific industry trends and enhance our clients' core operating functions. By working in partnership with key clients, we have been able to develop and market new and advanced solutions to our client base that meet the evolving demands of the mortgage and consumer loan, real estate and capital markets verticals. In addition, we will continue to develop and leverage insights from our large public and proprietary data assets to further improve our client value proposition.
- *Selectively pursue strategic acquisitions*. The core focus of our strategy is to grow organically. However, we may selectively evaluate strategic acquisition opportunities that would allow us to expand our footprint, broaden our client base and deepen our product and service offerings. We believe that there are meaningful synergies that result from acquiring companies that provide best-in-class single point solutions. Integrating and cross-selling these point solutions into our broader client base and integrating acquisitions into our efficient operating environment would potentially result in revenues and cost synergies.

Our Clients

We have numerous clients in each category of service that we offer. A significant focus of our marketing efforts is on the top-tier and mid-tier U.S. mortgage loan originators and servicers. We also provide our solutions to a number of other financial institutions, investors, attorneys, trustees and real estate professionals.

The U.S. mortgage loan industry is concentrated among the top 25 institutions, and our most significant and long-term relationships tend to follow the industry landscape. We typically provide a growing number of solutions to each client. Because of the depth of these relationships, we derive a significant portion of our aggregate revenues from our largest clients.

For the year ended December 31, 2020, one of our clients accounted for approximately 11% of our Software Solutions segment revenues and another client accounted for approximately 11% of our Data and Analytics segment revenues. No client accounted for more than 10% of our consolidated revenues for the year ended December 31, 2020.

For the year ended December 31, 2020, our five largest clients accounted for approximately 30% of our consolidated revenues and approximately 32% of our Software Solutions segment revenues. However, the revenues in each case are spread across a range of services and are subject to multiple, separate contracts. Although the diversity of the services we provide to

each of these clients reduces the risk that we would lose all of the revenues associated with any of these clients, a significant deterioration in our relationships with or the loss of any one or more of these clients could have a material effect on our results of operations or financial condition. See Item 1A. *Risk Factors* of Part I of this Report.

Sales and Marketing

Our sales and marketing efforts are focused on both winning new clients as well as cross-selling our broad solution set to existing clients.

We have teams of experienced sales personnel with subject matter expertise in particular services and in the needs of the companies in the markets we serve. Marketing activities include direct marketing, print and digital advertising, media relations, video, web-based activities, thought leadership, client meetings and conferences, tradeshow and convention activities and other targeted initiatives. We continue to adapt our sales and marketing efforts based on the current environment to offer a number of virtual tools and techniques that allow us to continue to engage with current and potential clients.

We engage with existing clients on a regular basis and continually focus on engaging with prospective clients. Given the broad range of solutions we offer, we have significant opportunity to expand our sales to our existing client base through cross-selling efforts. We have established a core team of account managers who cross-sell solutions to existing clients at the top-tier and mid-tier U.S. mortgage loan originators and servicers, as well as a number of other financial institutions, investors and real estate professionals.

We engage in strategic account reviews, during which our executives share their knowledge of clients and the market in order to determine the best sales approach on a client-by-client basis. As a result, we believe we have created an effective cross-selling culture within our organization.

Research and Development

Our research and development activities relate primarily to the design, development and enhancement of our software applications. We expect to continue our practice of investing an appropriate level of resources to maintain, enhance and extend the functionality of our proprietary systems and existing software applications, to develop new and innovative software applications and systems in response to the needs of our clients and to enhance the capabilities surrounding our infrastructure. We work with our clients to determine the appropriate timing and approach to introducing technology or infrastructure changes to our applications and services.

Patents, Trademarks and Other Intellectual Property

We rely on a combination of contractual restrictions, internal security practices and copyright and trade secret laws to establish and protect our software, technology, data and expertise. Further, we have developed a number of brands that have accumulated goodwill in the marketplace, and we rely on the above to protect our rights in that area. We intend to continue our policy of taking all measures we deem necessary to protect our copyright, trade secret and trademark rights.

Competition

The businesses in which we engage are highly competitive. Competitive factors in processing businesses include the quality of the technology-based application or service, application features and functions, ease of delivery and integration, ability of the provider to maintain, enhance and support the applications or services and pricing. We believe that our integrated software solutions and economies of scale in the mortgage loan origination and servicing markets provide us with a competitive advantage in each of these categories. Based on our knowledge of the industry and competitors, we also believe that no single competitor offers the depth and breadth of solutions we are able to offer.

Software Solutions. With respect to our Software Solutions segment, we compete with our clients' internal technology departments and other providers of similar systems, such as Intercontinental Exchange, Inc.'s Mortgage Technology segment and Sagent Lending Technologies. Competitive factors include the quality of the technology-based application or service, application features and functions, ease of delivery and integration, ability of the provider to maintain, enhance and support the applications or services and pricing. We believe that our integrated software solutions and economies of scale in the mortgage loan processing business provide us with a competitive advantage in each of these categories.

Data and Analytics. In our Data and Analytics segment, we primarily compete with CoreLogic, Inc., First American Financial Corporation, in-house capabilities and certain niche providers. We compete based on the breadth and depth of our data, the exclusive nature of some of our key data sets and the capabilities to create highly customized reports. We believe that the quality of the data we offer is distinguished by the broad range of our data sources, including non-public sources, the volume of records we maintain, our ability to integrate our data and analytics with our software solutions and the ability to leverage our market leading position in the mortgage loan origination and servicing industries.

Government Regulations

Various aspects of our businesses are subject to federal and state regulations. Our failure to comply with any applicable laws and regulations could result in restrictions on our ability to provide certain services, as well as the possible imposition of civil fines and criminal penalties.

As a provider of electronic data processing to financial institutions, such as banks and credit unions, we are subject to regulatory oversight and examination by the Federal Financial Institutions Examination Council ("FFIEC"), an interagency body of the Federal Reserve Board ("FRB"), the Consumer Financial Protection Bureau ("CFPB"), the Office of the Comptroller of the Currency ("OCC"), the Federal Deposit Insurance Corporation ("FDIC") and various other federal and state regulatory authorities. We also may be subject to possible review by state agencies that regulate banks in each state in which we conduct our electronic processing activities.

Our financial institution clients are required to comply with various privacy laws and regulations under state and federal law, including the Gramm-Leach-Bliley Act. These laws and regulations place restrictions on the use of non-public personal information. All financial institutions must disclose detailed privacy policies to their customers and offer them the opportunity to direct the financial institution not to share information with third parties. The regulations, however, permit financial institutions to share information with non-affiliated parties who perform services for the financial institutions. As a provider of services to financial institutions, we are required to comply with the same privacy regulations and are generally bound by the same limitations on disclosure of the information received from our clients as those that apply to the financial institutions themselves.

The financial crisis of 2008 resulted in increased scrutiny of all parties involved in the mortgage loan industry by governmental authorities. This scrutiny has included federal and state governmental review of all aspects of the mortgage lending business, including an increased legislative and regulatory focus on consumer protection practices. Future legislative or regulatory changes are difficult to predict and new laws or regulations that may be implemented by the CFPB or other regulatory bodies may require us to change our business practices or cause us to incur increased costs to comply.

Many consumer advocates, privacy advocates and government regulators believe that existing laws and regulations do not adequately protect privacy or ensure the accuracy of consumer-related data. As a result, they have implemented or are seeking to implement further restrictions, such as the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), the New York Department of Financial Services Cybersecurity Requirements for Financial Services Companies ("NY DFS Cybersecurity Regulation") and the Vermont Act Relating to Data Brokers and Consumer Protection ("Vermont Data Broker Law"), on the acquisition, dissemination or commercial use of personal information within the public and private sectors and are also contemplating requirements relative to data accuracy and the ability of consumers to opt to have their personal data removed from databases such as ours. We are also subject to these state regulations.

Information Technology and Security

We are highly dependent on information technology networks and systems to securely process, transmit and store electronic information. Attacks on information technology systems continue to grow in frequency, complexity and sophistication and we expect this trend to continue. Such attacks have become a point of focus for individuals, businesses and governmental entities. These attacks can create system disruptions, shutdowns or unauthorized disclosure of confidential information, including non-public personal information, consumer data and proprietary business information. Refer to the "Risks Related to Information Security" section of Item 1A. Risk Factors for additional information.

We protect our data assets by providing centralized security solutions and enforcing a defense-in-depth, centralized model that includes deterring, detecting, preventing, analyzing and containing security incidents. We focus on all areas of cybersecurity including threat and vulnerability management, security monitoring, identity and access management, phishing awareness, risk oversight, third-party risk management, disaster recovery and continuity management. We make strategic investments in information security to protect our clients and our information systems. This includes both capital expenditures and operating expenses for hardware, software, personnel and consulting services.

As our primary solutions and services evolve, we apply a comprehensive approach to the mitigation of identified security risks. We have established policies, including those related to privacy, information security and cybersecurity, and we employ a broad and diversified set of risk monitoring and risk mitigation techniques.

- **Enterprise Risk Management**: We maintain a comprehensive Enterprise Risk Management ("ERM") program that provides the framework to align our risk appetite and strategy to enhance management of enterprise risks, including information security risks. Through our ERM program, we analyze risks inherent to our products, services and businesses, and develop appropriate plans to mitigate those risks. The executive-level Enterprise Risk and Compliance Committee convenes regularly to discuss matters relating to our enterprise risk position and risk management, such as third-party risk, phishing, security incident response, application resiliency, environmental, social and governance responsibilities and external and internal vulnerabilities. The Risk Committee of our Board of Directors oversees the

ERM and Compliance programs through regular reports from our Chief Risk Officer, Chief Information Security Officer and Chief Compliance Officer, and reports on these matters to our board of directors.

- **Compliance**: Our Compliance function provides the standards and policies to mitigate identified risks, as well as training for our employees on applicable privacy, security, legal and regulatory requirements that provide ongoing enhancement of our security and risk culture.
- **Internal Audit**: Our Internal Audit function provides provides independent and objective assurance services designed to improve the Company's operations. Internal Audit focuses a significant portion of their time and resources to the audit of information technology and security. The Internal Audit department is established by the Audit Committee of the Board of Directors, and it directly oversees its results and operations.

Human Capital Management

We power the markets we serve by delivering cutting-edge solutions. Our employees are a key component of our success. Our most important priorities are the health and safety of our employees. Since March 2020, substantially all of our employees have been working from home. We instituted safety protocols and procedures throughout our facilities for essential employees who are on site. In addition, we expanded our employee benefits and other online resources to enable employees to focus on their physical, emotional and social well-being.

We are passionate about giving our employees the tools to equip them for success in their careers, providing the health and wellness benefits needed for physical, mental and social well-being, and delivering on diversity and inclusion initiatives to let every employee know they are valued and respected.

We realize our individual differences are what strengthen us collectively. We are committed to supporting a culture that is representative of the unique values, opinions, cultures and needs of our employees, clients and communities. Through internal programs, including employee training and leadership development, comprehensive benefits and a hands-on leadership team, we support our employees throughout their career.

We strive to attract and retain the most talented employees in the industry by offering competitive compensation and investing in our employees' physical, mental and social well-being to help them achieve goals inside and outside of the office.

As of December 31, 2020, we had approximately 5,700 employees. None of our workforce is unionized. We have not experienced any work stoppages, and we consider our relations with employees to be good.

Financial Information by Segment

In addition to our two reporting segments, we have a corporate organization that consists primarily of general and administrative expenses that are not included in our segments. For financial information by reporting segment, see Note 21 to the Notes to Consolidated Financial Statements.

Additional Information

Our website address is www.blackknightinc.com. We make available free of charge on or through our website our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission ("SEC"). However, the information found on our website is not part of this or any other report.

Item 1A. *Risk Factors*

In addition to the normal risks of business, we are subject to significant risks and uncertainties, including those listed below and others described elsewhere in this Annual Report on Form 10-K. Any of the risks described herein could result in a significant or material adverse effect on our results of operations or financial condition.

Risks Related to Our Business

The extent to which health epidemics, including the current COVID-19 pandemic and measures taken in response thereto affect our business, results of operations, liquidity and financial conditions will depend on future developments, which are highly uncertain and are difficult to predict.

Our business and operations could be adversely affected by health epidemics, including the current COVID-19 pandemic, impacting the industries and communities in which we and our clients, suppliers and business partners operate.

Global health concerns relating to the COVID-19 pandemic and related government actions taken to reduce the spread of the virus have been weighing on the macroeconomic environment, and the pandemic has significantly increased economic uncertainty and reduced economic activity.

The pandemic has resulted in authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter in place or total lock-down orders and business limitations and shutdowns. Governments around the globe have taken steps to mitigate some of the more severe anticipated economic effects of the virus, but there can be no assurance that such steps will be effective or achieve their desired results in a timely fashion.

The pandemic has adversely affected the operations of our clients, suppliers and business partners. On March 18, 2020, the U.S. Department of Housing and Urban Development ("HUD") and the Federal Housing Finance Agency ("FHFA") announced a 60-day moratorium on foreclosures and evictions. Likewise, the FHFA also announced forbearance programs for impacted borrowers, allowing mortgage payments to be suspended for up to 12 months. Managing the many aspects of forbearance programs mandated by the FHFA, HUD and the CARES Act may present operational challenges for many servicers of mortgage loans.

Subsequent to the CARES Act, the Federal Housing Administration ("FHA") extended the moratorium on mortgage loan foreclosures and evictions through at least June 30, 2021. In addition, many states have implemented additional guidance that extends their moratorium on mortgage loan foreclosures and evictions, and additional extensions of these moratoriums may be implemented in the future.

We may experience financial impacts due to a number of heightened risks, including:

- lower foreclosure-related transactional revenues in the near term due to the mortgage loan foreclosure moratorium and mortgage loan forbearance plans offered as part of the CARES Act, which may have a negative effect on revenue growth;
- clients' slow-down of implementations, which may delay revenues to future periods;
- challenges to the availability and reliability of our data, solutions and services due to changes to normal operations, including the possibility of COVID-19 cases affecting our employees who may become sick and unable to work or affecting the employees of our clients or other third parties on which we depend;
- higher costs related to employee benefit plans, primarily medical costs, due to any potential increase in COVID-19 cases affecting our employees;
- an increased volume of unanticipated client, regulatory and other third party requests for information and support, or additional regulatory requirements, which could require additional resources and costs to address; and
- increased risk of data corruption, cyber-based attacks or network security breaches as opportunistic threat actors continue to identify innovative methods of stealing sensitive information by relying on the urgency associated with a COVID-19 pandemic scenario.

These risks may remain prevalent for a significant period of time and may adversely affect our business, results of operations and financial condition even after the COVID-19 pandemic has subsided.

The spread of COVID-19 has caused us to modify our business practices, including restricting employee travel, developing social distancing plans for our employees and canceling physical participation in meetings, events and conferences, and we may take further actions as may be required by government authorities or as we determine are in the best interests of our employees, clients and business partners. There is no certainty that such measures will be sufficient to mitigate the risks posed by the virus or will otherwise be satisfactory to government authorities.

The extent to which the COVID-19 pandemic affects our business, results of operations and financial condition will depend on future developments, which are highly uncertain and are difficult to predict, including, but not limited to, the duration and spread of the pandemic, its severity, the actions to contain the virus or treat its effect, and how quickly and to what extent normal economic and operating conditions can resume. Even after the COVID-19 pandemic has subsided, we may continue to experience materially adverse effects to our business as a result of the virus’s economic effect, including the availability of credit, adverse effects on our liquidity and any recession that has occurred.

There are no comparable events that provide guidance as to the effect the spread of COVID-19 may have, and, as a result, the ultimate effect of the pandemic is highly uncertain and subject to change. We do not yet know the full extent of the effects on our business, our operations or the economy. However, the effects could have a material adverse effect on our business, financial condition and results of operations and heighten many of our known risks described below.

We rely on our top clients for a significant portion of our revenues and profits, which makes us susceptible to the same macro-economic and regulatory factors that affect our clients. If these clients are negatively affected by economic or regulatory conditions or otherwise experience financial hardship or stress, or if we are unable to renew existing agreements or the terms of our relationships with these clients change, it could have a material adverse effect on us.

Our clients are in a relatively consolidated industry and, as a result, a small number of our clients have accounted for a significant portion of our revenues. We expect that a limited number of our clients will continue to represent a significant portion of our revenues for the foreseeable future. The significant portion of our revenues that a limited number of our clients currently represent may increase in the future. During the year ended December 31, 2020, our five largest clients accounted for approximately 30% of our consolidated revenues.

Many of our relationships with these clients are long-standing and are important to our business and results of operations, but there is no guarantee that we will be able to retain or renew existing agreements or maintain our relationships on acceptable terms or at all. Additionally, we rely on cross-selling our products and services to our existing clients as a source of growth. The deterioration in or termination of any of these relationships could significantly reduce our revenues and could have a material adverse effect on our business, financial condition and results of operations. As a result, we may be disproportionately affected by declining revenues from, or loss of, a significant client. In addition, by virtue of their significant relationships with us, these clients may be able to exert pressure on us with respect to the pricing of our services.

The time and expense associated with switching from our competitors' software and services to ours may limit our growth.

The costs for a mortgage lender or servicer to switch providers of software, data and analytics solutions and services can be significant and the process can take 12 to 18 months, or longer, to complete. As a result, potential clients may decide that it is not worth the time and expense to begin using our solutions and services, even if we offer competitive and economic advantages. If we are unable to convince these prospective clients to switch to our software and services, our ability to increase market share will be limited, which could have a material adverse effect on our growth.

We typically provide service level commitments under our client contracts, including commitments to provide high-quality technical support services. If we fail to meet these contractual commitments, it may adversely affect our reputation and relationship with our clients or we could face contract terminations, which could have a material adverse effect on us.

Our client agreements typically provide service level commitments measured on a daily and monthly basis. If we are unable to meet the stated service level commitments or suffer extended periods of unavailability for our applications, we may be contractually obligated to provide these clients with service credits or refunds or we could face contract terminations. If we suffer unscheduled downtime that exceeds the allowed downtimes under our agreements with our clients or if we experience any extended service outages, it could have a material adverse effect on our business, financial condition and results of operations.

In addition, our sales process is highly dependent on our applications and business reputation and on positive recommendations from our existing clients. Any failure to maintain high-quality technical support, or a market perception that we do not maintain high-quality support, could adversely affect our reputation and our ability to sell our applications to existing and prospective clients, any of which could have a material adverse effect on our business, financial condition and results of operations.

Our clients and we are subject to various governmental regulations, and a failure to comply with governmental regulations or changes in these regulations, including changes that may result from changes in the political landscape, could result in penalties, restrict or limit our or our clients' operations or make it more burdensome to conduct such operations.

Many of our clients' and our businesses are subject to various federal, state, local and foreign laws and regulations. Our failure to comply with applicable laws and regulations could restrict our ability to provide certain services or result in imposition of civil fines and criminal penalties, substantial regulatory and compliance costs, litigation expense, adverse publicity and loss of revenues.

As a provider of electronic data processing to financial institutions, such as banks and credit unions, we are subject to regulatory oversight and examination by the FFIEC, the CFPB, the OCC, the FDIC and various other federal and state regulatory authorities. We also may be subject to possible review by state agencies that regulate banks in each state in which we conduct our electronic processing activities.

A portion of our Compass Analytics, LLC ("Compass Analytics") business provides risk management, loan sales (best execution) and general secondary marketing advisory and hedge execution services in concert with licensing Compass Analytics’ mortgage loan valuation and risk management analytics to its clients. Through this business, Compass Analytics may advise clients regarding their best practices, strategic relationships and workflow, but earns no commission or compensation for

any trade execution or volume and does not have custody of any client funds or securities. Compass Analytics offers these advisory services to mortgage loan originators and servicers, including mortgage banks, community and commercial banks, credit unions, mortgage loan insurers, government agencies, investors, Federal Home Loan Banks and real estate investment trusts. As a result, Compass Analytics is registered with and regulated by the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended ("Investment Advisers Act"). The failure by us to comply with applicable laws or regulations could result in fines, suspensions of individual employees or other sanctions, any of which could have a negative impact on our business, financial condition and results of operations. Even if an investigation or proceeding did not result in a fine or sanction or the fine or sanction imposed against us or our employees by a regulator were small in monetary amount, the adverse publicity relating to an investigation, proceeding or imposition of these fines or sanctions could harm our reputation and cause us to lose existing clients.

In addition, our businesses are subject to an increased degree of compliance oversight by regulators and by our clients. Specifically, the CFPB has authority to write rules affecting the business of, supervise, conduct examinations of and enforce compliance with federal consumer financial laws and regulations with respect to certain "non-depository covered persons" determined by the CFPB to be "larger participants" that offer consumer financial products and services. The CFPB and the prudential financial institution regulators such as the OCC also have the authority to examine us in our role as a service provider to large financial institutions. In addition, we believe some of our largest bank clients' regulators are requiring the banks to exercise greater oversight and perform more rigorous audits of their key service providers such as us.

The Real Estate Settlement Procedures Act ("RESPA") and related regulations generally prohibit the payment or receipt of fees or any other item of value for the referral of real estate-related settlement services. RESPA also prohibits fee shares or splits or unearned fees in connection with the provision of residential real estate settlement services, such as mortgage brokerage and real estate brokerage. Notwithstanding these prohibitions, RESPA permits payments for goods furnished or for services actually performed, so long as those payments bear a reasonable relationship to the market value of the goods or services provided. RESPA and related regulations may to some extent restrict our real estate-related businesses from entering into certain preferred alliance arrangements. The CFPB is responsible for enforcing RESPA.

Changes to laws and regulations and regulatory oversight of our clients and us, including those that may result from changes in the political landscape, may cause us to increase our prices in certain situations or decrease our prices in other situations, may restrict our ability to implement price increases or otherwise limit the manner in which we conduct our business. We may also incur additional expense in keeping our software solutions services up to date as laws and regulations change, and we may not be able to pass those additional costs on to our clients. In addition, in response to increased regulatory oversight, participants in the mortgage lending industry may develop policies pursuant to which they limit the extent to which they can rely on any one vendor or service provider. Conversely, in an environment with less stringent regulatory oversight, prospective clients may choose to retain their in-house platforms, or current service providers, or seek alternative service providers who provide services that are less compliance and quality oriented at a lower price point. If we are unable to adapt our products and services to conform to increased or evolving laws and regulations, or if these laws and regulations have a negative effect on our clients, we may experience client losses or increased operating costs, which could have a material adverse effect on our business, financial condition and results of operations.

There may be consolidation in our end client market, which could reduce the use of our services by our clients.

Consolidations among existing or potential clients could reduce the number of our clients and potential clients. If our clients merge with, are acquired by or sell their servicing portfolios to 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, if potential clients merge, our ability to increase our client base may be adversely affected and the ability of our clients to exert pressure on our pricing may increase. Any of these developments could have a material adverse effect on our business, financial condition and results of operations.

Participants in the mortgage loan industry are subject to efforts by the government to regulate the mortgage loan industry or address the mortgage loan market and current economic environment.

The mortgage loan industry is heavily regulated and continues to be subject to review by governmental authorities. Inquiries may include federal and state governmental review of all aspects of the mortgage lending business. Such efforts may include actions to address the housing market and the economy in general and to maintain rigorous mortgage loan servicing standards.

Additional state and federal government actions directed at housing and the mortgage loan industry may occur and could have a material adverse effect on our business, financial condition and results of operations.

Our clients' relationships with government-sponsored enterprises ("GSEs") are subject to change.

Our clients have significant relationships with Fannie Mae and Freddie Mac, which are GSEs tasked with working with financial institutions to provide liquidity to the mortgage loan market. The GSEs do this by purchasing loans from the lenders either for cash or in exchange for mortgage-backed securities that are backed by those loans and that, for a fee, carry the GSEs'

guarantee of timely payment of interest and principal to investors of those mortgage-backed securities. Because our clients service the loans owned by GSEs, we provide solutions and services for many of those loans. As a result of these relationships, GSEs have been able to implement changes to our pricing structure on certain products and services we provide. GSEs or other governmental agencies may be able to exert similar pressure on the pricing of our solutions and services in the future, which could have a material adverse effect on our business, financial condition and results of operations.

If we fail to adapt our solutions to technological changes or evolving industry standards and regulations, or if our ongoing efforts to upgrade, modernize or innovate our technology are not successful, we may not be able to achieve our growth strategies and we could lose clients and have difficulty attracting new clients for our solutions.

The markets for our solutions are characterized by constant technological changes, frequent introductions of new products and services and evolving industry standards and regulations. Our growth strategies and future success will be significantly affected by our ability to successfully enhance our current solutions, and to develop and introduce new solutions and services that address the increasingly sophisticated needs of our clients and their customers. These initiatives carry the risks associated with any new product or service development effort, including cost overruns, delays in delivery and performance issues. There can be no assurance that we will be successful in developing, marketing and selling new solutions and services that meet these changing demands, that we will not experience difficulties that could delay or prevent the successful development, introduction and marketing of these solutions and services or that our new solutions and services and their enhancements will adequately meet the demands of the marketplace and achieve market acceptance. If our efforts are unsuccessful, it could have a material adverse effect on our business, financial condition and results of operations.

We operate in a competitive business environment and, if we are unable to compete effectively, it could have a material adverse effect on us.

The markets for our solutions are intensely competitive. Our competitors vary in size and in the scope and breadth of the services they offer. Some of our competitors have substantial resources. In addition, we expect that the markets in which we compete will continue to attract new competitors and new technologies. There can be no assurance that we will be able to compete successfully against current or future competitors or that competitive pressures we face in the markets in which we operate will not have a material adverse effect on our business, financial condition and results of operations.

Further, because many of our larger existing or potential clients have historically developed their key processing applications in-house, and therefore, view their system requirements from a make-versus-buy perspective, we often compete against our existing or potential clients' in-house capabilities. As a result, gaining new clients in our servicing and origination software businesses can be difficult. For banks and other potential clients, switching from an internally designed system to an outside vendor, or from one vendor of servicing and origination software services to a new vendor, is a significant undertaking. These potential clients worry about possible disadvantages such as loss of custom functionality, increased costs and business disruption. As a result, these potential clients often resist change. There can be no assurance that our strategies for overcoming potential clients' reluctance to change will be successful, and if we are unsuccessful, it could have a material adverse effect on our business, financial condition and results of operations.

To the extent the availability of free or relatively inexpensive information increases, the demand for some of our data and information solutions may decrease.

Public sources of free or relatively inexpensive information have become increasingly available, particularly through the Internet, and this trend is expected to continue. Governmental agencies in particular have increased the amount of information to which they provide free public access. Public sources of free or relatively inexpensive information may reduce demand for, or the price that clients are willing to pay for, our data and information solutions. To the extent that clients choose not to obtain data and information from us and instead rely on information obtained at little or no cost from these public sources, it could have a material adverse effect on our business, financial condition and results of operations.

We rely upon proprietary technology and information rights, and if we are unable to protect our rights, it could have a material adverse effect on us.

Our success depends, in part, upon our intellectual property rights. We rely primarily on a combination of patents, copyrights, trade secrets, trademark laws, nondisclosure and other contractual restrictions on copying, distribution and creation of derivative products to protect our proprietary technology and information. This protection is limited, and our intellectual property could be used by others without our consent. In addition, patents may not be issued with respect to our pending or future patent applications, and our patents may not be upheld as valid or may not prevent the development of competitive products. Any infringement, disclosure, loss, invalidity of or failure to protect our intellectual property could have a material adverse effect on our business, financial condition and results of operations. Moreover, litigation may be necessary to enforce or protect our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others. Such litigation could be time-consuming, result in substantial costs and diversion of resources and could have a material adverse effect on our business, financial condition and results of operations.

If our applications, solutions, including those that contain "open source" software, or services are found to infringe the proprietary rights of others or fail to comply with the terms of one or more of these open source licenses, we may be required to change our business practices and may also become subject to significant costs and monetary penalties.

We use a limited amount of software licensed by its authors or other third parties under so-called “open source” licenses and may continue to use such software in the future. Some of these licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software, and that we license such modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software if we combine our proprietary software with open source software in a certain manner. Additionally, the terms of many open source licenses have not been interpreted by the United States or other courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our solutions. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. We cannot be sure that all open source software is submitted for approval prior to use in our solutions. In addition, many of the risks associated with using open source software cannot be eliminated, and could, if not properly addressed, have a material adverse effect on our business, financial condition and results of operations.

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

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

Any one or more of the foregoing outcomes could have a material adverse effect on our business, financial condition and results of operations. Additionally, we may be liable for damages for past infringement if a court determines that our software or technologies infringe upon a third party's patent or other proprietary rights.

We depend on our ability to access data from external sources to maintain and grow our businesses. If we are unable to access needed data from these sources or if the prices charged for these services increase, the quality, pricing and availability of our solutions may be adversely affected.

We rely extensively upon data from a variety of external sources to maintain our proprietary and non-proprietary databases, including data from third-party suppliers, various government and public record sources and data contributed by our clients. Our data sources could cease providing or reduce the availability of their data to us, increase the price we pay for their data or limit our use of their data for a variety of reasons, including legislatively or judicially imposed restrictions on use. If a number of suppliers are no longer able or are unwilling to provide us with certain data, or if our public record sources of data become unavailable or too expensive, we may need to find alternative sources. If we are unable to identify and contract with suitable alternative data suppliers and efficiently and effectively integrate these data sources into our service offerings, we could experience service disruptions, increased costs and reduced quality of our services. Moreover, some of our data suppliers compete with us in certain product offerings, which may make us vulnerable to unpredictable price increases from them. Significant price increases could require us to seek other sources of data on more favorable economic terms, which may not be available at all. Loss of such access or the availability of data in the future on commercially reasonable terms or at all may reduce the quality and availability of our services and solutions, which could have a material adverse effect on our business, financial condition and results of operations.

Our international third-party service providers and our own international operations subject us to additional risks.

We have sought to reduce our costs by utilizing lower-cost labor outside the United States. Other countries may be subject to higher degrees of political and social instability than the United States and may lack the infrastructure to withstand political unrest or natural disasters. Such disruptions can affect our ability to deliver our solutions on a timely basis, if at all, and to a lesser extent can decrease efficiency and increase our costs. Weakness of the U.S. dollar in relation to the currency used and higher inflation rates experienced in other countries may also reduce anticipated savings. Furthermore, the practice of utilizing labor based in foreign countries has come under increased scrutiny in the United States and, as a result, many of our clients may require us to use labor based in the United States. We may not be able to pass on the increased costs of higher-priced United States-based labor to our clients, which could have a material adverse effect on our business, financial condition and results of operations.

In addition, other countries could adopt new legislation or regulations that could make it difficult, more costly or impossible for us to continue our foreign activities as currently being conducted. In addition, in many foreign countries,

particularly in those with developing economies, it is common to engage in business practices that are prohibited by laws and regulations applicable to us, such as the Foreign Corrupt Practices Act ("FCPA") or other local anti-corruption laws. Any violations of FCPA or local anti-corruption laws by us or our subsidiaries, could result in substantial financial and other penalties, which could have a material adverse effect on our business, financial condition and results of operations.

We may experience system failures or service interruptions that could harm our business and reputation and expose us to potential liability.

We depend heavily upon the computer systems and our existing technology infrastructure located in our data centers. Certain system interruptions or events beyond our control could interrupt or terminate the delivery of our solutions and services to our clients and may interfere with our suppliers' ability to provide necessary data to us and our employees' ability to perform their responsibilities.

These potential interruptions include, but are not limited to, damage or interruption from hurricanes, floods, fires, power losses, telecommunications outages, cyber-based attacks, terrorist attacks, acts of war, human errors and similar events. Our U.S. corporate offices and one of our data centers are located in Jacksonville, Florida, which is an area that is at high risk of hurricane and flood damage. In addition, acts of terrorism, which may be targeted at metropolitan areas that have higher population density than rural areas, could cause disruptions in our business or the economy as a whole. The servers that we use through various third-party service providers may also be vulnerable to similar disruptions, which could lead to interruptions, delays and loss of critical data. Such service providers may not have sufficient protection or recovery plans in certain circumstances, and our insurance may not be sufficient to compensate us for losses that may occur.

Defects in our software solutions, errors or delays in the processing of electronic transactions, or other difficulties could result in:

- interruption of business operations;
- delay in market acceptance;
- us, or our clients, missing a regulatory deadline;
- additional development and remediation costs;
- diversion of technical and other resources;
- loss of clients;
- negative publicity; or
- exposure to liability claims.

Any one or more of the foregoing occurrences could have a material adverse effect on our business, financial condition and results of operations. Although we attempt to limit our potential liability through disclaimers and limitation-of-liability provisions in our client agreements, we cannot be certain that these measures will be successful in limiting our liability.

We may experience delays or difficulty in developing or implementing new, enhanced or existing software, data or hosting solutions, which may negatively affect our relationships with existing and potential clients, reduce or delay the generation of revenues or increase development and implementation costs.

Our future financial performance depends upon the successful development, implementation and client acceptance of new, existing and enhanced versions of our software and hosting solutions. We continually seek to develop enhancements to our solutions, including updates in response to changes in applicable laws, as well as new offerings to supplement our existing solutions. As a result, we are subject to the risks inherent in the development and integration of new technologies, including defects or undetected errors in our software solutions, difficulties in installing or integrating our technologies on platforms used by our clients or other unanticipated performance, stability and compatibility problems. Any of these problems could result in material delays in the introduction or acceptance of our solutions, increased costs, decreased client satisfaction, breach of contract claims, harm to our industry reputation and reduced or delayed revenues. If we are unable to implement existing solutions or deliver new solutions or upgrades or other enhancements to our existing solutions on a timely and cost-effective basis, it could have a material adverse effect on our business, financial condition and results of operations.

In addition, as a significant focus of our sales efforts is on the top U.S. mortgage loan originators and servicers, larger clients may demand more complex integration, implementation services and features, which may result in implementations that take longer than we forecast or delays in these clients using our solutions. Furthermore, if implementations take longer than planned or these clients delay their use of our solutions, we may be required to delay revenue recognition on some of these transactions until the technical or implementation requirements have been met, and we may not generate revenues from these clients as quickly as we had forecast.

Because our revenues from clients in the mortgage lending industry are affected by the strength of the economy and the housing market generally, including the volume of real estate transactions, a change in any of these conditions could have a material adverse effect on us.

Our revenues are primarily generated from software and hosting solutions, professional services and data solutions we provide to the mortgage loan industry and, as a result, a weak economy or housing market may have a material adverse effect on our business, financial condition and results of operations. The volume of mortgage loan origination and residential real estate transactions is highly variable and reductions in these transaction volumes could have a direct effect on the revenues we generate from our software solutions business and some of our data and analytics businesses.

The revenues we generate from our servicing software solutions primarily depend upon the total number of mortgage loans processed on MSP®, which tends to be comparatively consistent regardless of economic conditions. However, in the event that a difficult economy or other factors lead to a decline in levels of home ownership and a reduction in the number of mortgage loans outstanding and we are not able to counter the effect of those events with increased market share or higher fees, our MSP® revenues could be adversely affected. Moreover, negative economic conditions, including increased unemployment or interest rates or a downturn in other general economic factors, among other things, could adversely affect the performance and financial condition of some of our clients in many of our businesses, which may have a material adverse effect on our business, financial condition and results of operations if these clients go bankrupt or otherwise exit certain businesses.

A weaker economy and housing market tend to increase the volume of consumer mortgage loan defaults, which can increase revenues from our applications focused on supporting default management functions. However, government regulation of the mortgage loan industry in general, and the default and foreclosure process in particular, has greatly slowed the processing of defaulted mortgage loans and has changed the way many of our clients address mortgage loans in default. A downturn in the origination market and a concurrent slowdown or change in the way mortgage loans in default are addressed could have a material adverse effect on our business, financial condition and results of operations.

We may fail to attract and retain enough qualified employees to support our technology and operations, which could have an adverse effect on our ability to expand our business and service our clients.

Our business relies on large numbers of skilled employees, and our success depends on our ability to attract, train and retain a sufficient number of qualified employees. If our attrition rate increases, our operating efficiency and productivity may decrease. We compete for employees not only with other companies in our industry but also with companies in other industries, such as software services, engineering services and financial services companies, and there is a limited pool of employees who have the skills and training needed to do our work. If our business continues to grow, the number of people we will need to hire may increase. We will also need to increase our hiring if we are not able to maintain our attrition rate through our current recruiting and retention policies. Increased competition for employees could have a material adverse effect on our ability to expand our business and service our clients, as well as cause us to incur greater personnel expenses and training costs.

Risks Related to Our Investment in DNB

Our investment in DNB may expose us to certain risks, which could have a material adverse effect on our financial condition and results of operations.

As of December 31, 2020, we have invested $492.6 million in Dun & Bradstreet Holdings, Inc. (“DNB”). Refer to Note 4 to the Notes to Consolidated Financial Statements for additional information.

DNB may not be successful in developing and implementing its strategic plans to transform its businesses, including realigning management, simplifying and scaling technology, expanding and enhancing data and optimizing its client services. If the development or implementation of its plans are not successful, DNB may not produce the revenue, margins or earnings that it expects, including offsetting the impact of adverse economic conditions that may exist currently or develop in the future. DNB may also face delays or difficulties in implementing technological, organizational and operational improvements, including its plans to leverage its data insights in new functional areas and utilize existing data architecture to generate high contribution incremental revenue streams, which could adversely affect its ability to successfully compete. In addition, the costs associated with implementing such plans may be more than anticipated and DNB may not have sufficient financial resources to fund all of the desired or necessary investments required in connection with its plans. The existing and future execution of its strategic and operating plans to transform its business will, to some extent, also be dependent on external factors that DNB cannot control. In addition, these strategic and operational plans need to be continually reassessed to meet the challenges and

needs of its business in order for DNB to remain competitive. The failure to implement and execute its strategic and operating plans in a timely manner or at all, realize or maintain the cost savings or other benefits or improvements associated with such plans, have financial resources to fund the costs associated with such plans or incur costs in excess of anticipated amounts, or sufficiently assess and reassess these plans could have a material adverse effect on its business, financial condition and results of operations, which may result in us not realizing our expected return on investment, or a negative return on investment.

Our investment is accounted for under the equity method of accounting, through which we record our proportionate share of DNB's net earnings or loss in our consolidated financial statements. Equity-method investments are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the investment may not be recoverable. If our equity-method investment is not recoverable, we may be required to record an impairment charge, which could have a material adverse effect on our financial condition and results of operations.

DNB has elected to take advantage of the ‘‘controlled company’’ exemption to the corporate governance rules for publicly listed companies, which could make their common stock less attractive to some investors or otherwise harm their stock price.

Because DNB qualifies as a ‘‘controlled company’’ under the corporate governance rules for publicly listed companies, DNB is not required to have a majority of its Board of Directors be independent under the applicable rules of the NYSE, nor is it required to have a compensation committee or a corporate governance and nominating committee comprised entirely of independent directors, and its audit committee is not required to be comprised entirely of independent directors for a period of one year following the IPO. Accordingly, should the interests of the investor consortium, including Cannae Holdings, LLC ("Cannae"), affiliates of Thomas H. Lee Partners, L.P. ("THL"), Black Knight and CC Capital Partners LLC, differ from those of other stockholders, the other stockholders may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance rules for publicly-listed companies. DNB's status as a controlled company could make its common stock less attractive to some investors or otherwise harm its stock price and, thus, the value of our investment.

Risks Related to Information Security

If we are unable to protect our information systems against data corruption, cyber-based attacks or network security breaches, including breaches involving third-party vendors, or if we are unable to provide adequate security in the electronic transmission of sensitive data, it could have a material adverse effect on us.

We are highly dependent on information technology networks and systems, including the Internet, to securely process, transmit and store electronic information. Security breaches of this infrastructure, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, and the evolving threat landscape can create system disruptions, shutdowns or unauthorized disclosure of confidential information, including non-public personal information, consumer data and proprietary business information. Cyber-based attacks, including those to extort payment in return for the release of sensitive information, are increasing. Unauthorized access, including through use of fraudulent schemes such as "phishing" schemes, could jeopardize the security of information stored in our systems. In addition, malware or viruses could jeopardize the security of information stored or used in a user's computer. If we are unable to prevent or detect such security or privacy breaches or our third-party vendors are unable to prevent or detect such breaches, our operations could be disrupted, or we may suffer loss of reputation, financial loss, lawsuits and regulatory-imposed restrictions and penalties because of lost or misappropriated information, including sensitive consumer data, which could have a material adverse effect on our business, financial condition and results of operations. Likewise, our clients are increasingly imposing more stringent contractual obligations on us relating to our information security protections. If we are unable to maintain protections and processes at a level commensurate with that required by our large clients, it could negatively affect our relationships with those clients, increase our operating or litigation costs or subject us to liability under those contractual obligations, which could have a material adverse effect on our business, financial condition and results of operations.

Regulatory developments with respect to use of consumer data and public records could have a material adverse effect on us.

Because our databases include certain public and non-public personal information concerning consumers, we are subject to government regulation and potential adverse publicity concerning our use of consumer data. We acquire, store, use and provide many types of consumer data and related services that are subject to regulation under the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Driver's Privacy Protection Act and, to a lesser extent, various other federal, state and local laws and regulations. These laws and regulations are designed to protect the privacy of consumers and to prevent security breaches, cyber-based attacks, other unauthorized access and misuse of personal information in the marketplace. Our failure to comply with these laws, or any future laws or regulations of a similar nature, could result in substantial regulatory penalties, litigation expense and loss of revenues, which could have a material adverse effect on our business, financial condition and results of operations.

In addition, some of our data suppliers face similar regulatory requirements and, consequently, they may cease to be able to provide data to us or may substantially increase the fees they charge us for this data, which may make it financially burdensome or impossible for us to acquire data that is necessary to offer our products and services. Further, many consumer advocates, privacy advocates and government regulators believe that existing laws and regulations do not adequately protect privacy or ensure the accuracy of consumer-related data. As a result, they have implemented or are seeking to implement further restrictions, such as the CCPA, CPRA, NY DFS Cybersecurity Regulations and Vermont Data Broker Law, on the acquisition, dissemination or commercial use of personal information within the public and private sectors and are also contemplating requirements relative to data accuracy and the ability of consumers to opt to have their personal data removed from databases such as ours. Privacy laws may be interpreted and applied inconsistently from state to state and impose inconsistent or conflicting requirements. Complying with varying jurisdictional requirements could increase the cost and complexity of compliance. Any future laws, regulations or other restrictions limiting the dissemination or use of personal information may reduce the quality and availability of our solutions and services, which could have a material adverse effect on our business, financial condition and results of operations. Further, violations of privacy laws can result in significant penalties and damage to our brand and business.

Our reliance on third parties subjects us to risk and may disrupt or adversely affect our operations. In addition, we may not realize the full benefit of our third-party arrangements, which may result in increased costs, or may adversely affect the service levels we are able to provide our clients.

We rely upon third parties for various business process and technology-related products and services, including cloud-based providers. Although we have contractual provisions with our providers that specify performance requirements, we do not ultimately control their performance, which may make our operations vulnerable to their performance failures. In addition, our failure to adequately monitor and regulate the performance of our third-party vendors could subject us to additional risk. Reliance on third parties also makes us vulnerable to changes in our vendors' businesses, financial condition and other matters outside of our control, including their violations of laws or regulations, which could increase our exposure to liability or otherwise increase the costs associated with the operation of our business. If for any reason our relationship with any of these third parties, including cloud-based providers, were to end unexpectedly, it could require a significant amount of cost and time to transition to new third-party service providers. The failure of our providers to perform as expected or as contractually required could result in significant disruptions and costs to our operations and to the services we provide to our clients, or could result in loss of revenues, which could have a material adverse effect on our business, financial condition and results of operations.

Our policies and procedures, including those related to cybersecurity, may prove inadequate for the risks we face.

We have devoted significant resources to develop our policies and procedures and expect to continue to do so in the future. Nonetheless, our strategies may not be fully effective in mitigating our risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. If our solutions change and as the markets in which we operate evolve, our strategies may not always adapt to such changes. Some of our methods of managing risk are based upon our use of observed historical market behavior and management's judgment. Other of our methods of managing risk depend on the evaluation of information regarding markets, customers, catastrophe occurrence or other matters that are publicly available or otherwise accessible to us. This information may not always be accurate, complete, up-to-date or properly evaluated. As a result, these methods may not predict future risk exposures, which could be significantly greater than the historical measures or available information indicate. In addition, management of operational, legal and regulatory risks requires, among other things, policies and procedures to record and verify large numbers of transactions and events, which may not be fully effective. While we employ a broad and diversified set of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the timing of such outcomes. If our efforts are ineffective, we could suffer losses that could have a material adverse effect on our business, financial condition and results of operations. In addition, we could be subject to litigation, particularly from our clients, and sanctions or fines from regulators.

Risk Related to Our Structure

Certain executive officers and members of our Board of Directors have or will have interests and positions that could present potential conflicts.

Certain executive officers and members of our Board of Directors serve on the Board of Directors of other entities or are employed by other entities, including DNB, Trasimene Capital Management, LLC ("Trasimene"), FNF, THL and Cannae.

As a result of the foregoing, there may be circumstances where certain executive officers and directors may be subject to conflicts of interest with respect to, among other things: (i) our ongoing relationships with DNB, Trasimene, FNF, THL or Cannae; (ii) the quality, pricing and other terms associated with services that we provide to DNB, Trasimene or FNF, or that they provide to us; (iii) business opportunities arising for any of us, DNB, Trasimene, FNF, THL or Cannae; and (iv) conflicts of time with respect to matters potentially or actually involving or affecting us.

We have in place a code of business conduct and ethics prescribing procedures for managing conflicts of interest and our chief compliance officer and audit committee are responsible for the review, approval or ratification of any potential conflicts of interest transactions. Additionally, we expect that interested directors will abstain from decisions with respect to conflicts of interest as a matter of practice. However, there can be no assurance that such measures will be effective, that we will be able to resolve all potential conflicts or that the resolution of any such conflicts will be no less favorable to us than if we were dealing with an unaffiliated third party.

Refer to Note 6 to the Notes to Consolidated Financial Statements for more information related to our related party relationships and transactions.

We are restricted from pursuing certain potential business opportunities under the non-competition agreement.

In connection with the Distribution, we entered into a non-competition agreement with FNF pursuant to which we agreed to certain restrictions on the scope of the business that we may conduct for the 10-year period following the Distribution, including that we are prohibited from (i) engaging in title generation/escrow services, appraisal or default and field services work (other than technology solutions for such settlement services) without the prior written consent of FNF (subject to an exception allowing us to acquire a business engaged in such restricted services if at least 90% of such business' revenues is contributed by activities other than such restricted services) and (ii) engaging in certain transactions, such as a merger, sale of assets or sale of greater than 5% of its equity interests, with a buyer that derives 10% or more of its revenues from such restricted services. Although we do not presently engage in any of these restricted services and our current business is not restricted, as a result of these restrictions, we may have to forgo certain transactions that might have otherwise been advantageous in compliance with our obligations under the non-competition agreement.

In particular, the restriction on engaging in a merger, sale of assets or sale of greater than 5% of its equity interests with a buyer that derives 10% or more of its revenues from restricted services may discourage a third party engaged in such restricted services from pursuing such a transaction with us during the 10-year period following the Distribution.

General Risk Factors

If we are unable to successfully consummate acquisitions or experience delays in integrating acquisitions, it could have a material adverse effect on us.

One of our strategies to grow our business is to opportunistically acquire complementary businesses, technologies and services. This strategy will depend on our ability to find suitable acquisitions and may depend on financing them on acceptable terms. We may require additional debt or equity financing for future acquisitions, and doing so may be made more difficult by our indebtedness. Raising additional capital for acquisitions through debt financing could result in increased interest expense and may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional capital for acquisitions through equity financing, the ownership interests of existing shareholders will be diluted.

If we are unable to acquire suitable acquisition candidates, we may experience slower growth. Further, we may face challenges in integrating any acquired business, including our acquisition of Optimal Blue. These challenges may include eliminating redundant operations, facilities and systems, coordinating management and personnel, retaining key employees, managing different corporate cultures, integrating relationships with clients, vendors and business partners while achieving revenue synergies, cost reductions and cross-selling opportunities. The Optimal Blue acquisition involves numerous operational, strategic, financial, accounting, legal, tax and other risks, including potential liabilities associated with the acquired business. Difficulties in integrating Optimal Blue and our ability to manage the combined company, may result in the combined company performing differently than expected, in operational challenges or in the delay or failure to realize anticipated revenue synergies and cost-related efficiencies, and could have an adverse effect on our financial condition, results of operations or cash flows.

Additionally, the acquisition and integration processes may disrupt our business and divert management attention and our resources. If we fail to successfully integrate acquired businesses, products, technologies and personnel, it could impair relationships with employees, clients and strategic partners, distract management attention from our core businesses, result in control failures and otherwise disrupt our ongoing business, any of which could have a material adverse effect on our business, financial condition and results of operations. The anticipated benefits and cost savings of an acquisition may not be realized fully or at all, may take longer to realize than expected or could have other adverse effects that we do not currently foresee. In addition, we may be required to record future charges for impairment of goodwill and other intangible assets resulting from such acquisitions.

We have substantial investments in recorded goodwill and other intangible assets, and an extended economic downturn or troubled mortgage market could cause these investments to become impaired.

Goodwill and other intangible assets are assessed for impairment annually or whenever changes in circumstances indicate that the carrying amount may not be recoverable. Factors that may indicate the carrying value of our intangible assets, including

goodwill, may not be recoverable include, but are not limited to, significant underperformance relative to historical or projected future results of operations, a significant decline in our stock price and market capitalization, and negative industry or economic trends. However, if there is an extended economic downturn in the future, the carrying amount of our goodwill or other intangible assets may no longer be recoverable, and we may be required to record an impairment charge, which could have a material adverse effect on our results of operations.

Our indebtedness could have a negative effect on our financing options and liquidity position, and certain of our financing arrangements subject us to various restrictions that could limit our operating flexibility.

As of December 31, 2020, we had approximately $2.2 billion of total debt outstanding.

Our indebtedness could have important consequences to us, including:

- requiring us to use a portion of the money we earn to pay principal and interest on our debt, which could reduce the amount of money available to finance operations, acquisitions and other business activities;
- exposing us to costs and risks associated with agreements limiting our exposure to higher interest rates, as such agreements may not offer complete protection from these risks, and subjecting us to the risk that one or more of the counterparties to these agreements may fail to satisfy their obligations under such agreements;
- limiting our flexibility in planning for or responding to changing business and economic conditions, including increased competition, by causing us to have difficulty borrowing money in the future for working capital, capital expenditures, acquisitions or other purposes and possibly limiting our ability to pursue other business opportunities and implement certain business strategies;
- imposing operating and financial restrictions on our activities, including compliance with, or maintenance of, certain financial tests and ratios, including a minimum interest coverage ratio and maximum leverage ratio, and limit or prohibit our ability to, among other things, take advantage of financing, mergers and acquisitions and other corporate opportunities; and
- exposing us to possible losses in connection with our interest rate swaps that are indexed in LIBOR as result of proposed changes to LIBOR reporting practices or the pending replacement of LIBOR with an alternative reference rate.

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and results of operations, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, could have a material adverse effect on our business, financial condition and results of operations. If we cannot make scheduled payments on our debt, we will be in default and holders of our outstanding debt could declare all outstanding principal and interest to be due and payable, and we could be forced into bankruptcy or liquidation. Risks associated with our indebtedness could have a material adverse effect on our business, financial condition and results of operations.

Our senior leadership team is critical to our continued success, and the loss of such personnel could have a material adverse effect on us.

Our future success substantially depends on the continued service and performance of the members of our senior leadership team. These personnel possess business and technical capabilities that are difficult to replace. We have attempted to mitigate this risk by entering into long-term (two to three year) employment contracts with the members of our senior management operating team and providing long-term incentive compensation with multi-year vesting provisions. If we lose key members of our senior management operating team or are unable to effect smooth transitions from one executive to another as part of our succession plan, we may not be able to effectively manage our current operations or meet ongoing and future business challenges, and this could have a material adverse effect on our business, financial condition and results of operations.

Current and future litigation, investigations or other actions against us could be costly and time consuming to defend.

We are from time to time subject to legal proceedings and claims that arise in the ordinary course of business, such as claims brought by our clients in connection with commercial disputes and employment claims made by our current or former employees.

On November 5, 2019, Black Knight Servicing Technologies, LLC ("BKST"), a wholly-owned indirect subsidiary of Black Knight, filed a Complaint and Demand for Jury Trial (the "Black Knight Complaint") against PennyMac Loan Services, LLC ("PennyMac"). Shortly after the filing of the Black Knight Complaint, on November 6, 2019, PennyMac filed an Antitrust Complaint (the "PennyMac Complaint") against Black Knight. Refer to Note 14 to the Notes to Consolidated Financial Statements for more information related to the PennyMac litigation matter.

Litigation can result in substantial costs and may divert management's attention and resources, which may seriously harm our business, financial condition and results of operations. From time to time, we also receive requests for information from various state and federal regulatory authorities, some of which take the form of civil investigative demands or subpoenas. Some of these regulatory inquiries may result in the assessment of fines for violations of regulations or settlements with such authorities requiring a variety of remedies.

There can be no assurance that we will not incur additional material costs and expenses in connection with any potential future investigations or claims, including but not limited to fines or penalties and legal costs, or be subject to other remedies, any of which could have a material adverse effect on our business, financial condition and results of operations. Insurance may not cover or be sufficient for such investigations and claims and may not continue to be available on terms acceptable to us. An investigation or claim brought against us that is uninsured or underinsured could result in unanticipated costs, management distraction or reputational harm, which could have a material adverse effect on our business, financial condition and results of operations.

Our charter and bylaws and provisions of Delaware law may discourage or prevent strategic transactions, including a takeover of our company, even if such a transaction would be beneficial to our shareholders.

Provisions contained in our charter and bylaws and provisions of the Delaware General Corporation Law ("DGCL") could delay or prevent us from entering into a strategic transaction with a third party, as applicable, even if such a transaction would benefit our shareholders. For example, our charter and bylaws:

- authorize the issuance of "blank check" preferred stock that could be issued by us upon approval of our Board of Directors to increase the number of outstanding shares of capital stock, making a takeover more difficult and expensive;
- provide that directors elected prior to 2020 may be removed from office only for cause and that any vacancy on our Board of Directors may only be filled by a majority of our directors then in office, which may make it difficult for other shareholders to reconstitute our Board of Directors;
- provide that special meetings of the shareholders may be called only upon the request of a majority of our Board of Directors or by the chairman of the Board of Directors or our chief executive officer; and
- require advance notice to be given by shareholders for any shareholder proposals or director nominees.

By virtue of not opting out of Section 203 of the DGCL in our amended and restated certificate of incorporation, we are subject to Section 203 of the DGCL, which prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the time the shareholder became an interested stockholder, subject to certain exceptions, including if, prior to such time, the board of directors approved the business combination or the transaction which resulted in the shareholder becoming an interested stockholder. "Business combinations" include mergers, asset sales and other transactions resulting in a financial benefit to the "interested stockholder." Subject to various exceptions, an "interested stockholder" is a person who, together with his or her affiliates and associates, owns or within three years did own 15% or more of the corporation's outstanding voting stock. These restrictions generally prohibit or delay the accomplishment of mergers or other takeover or change of control attempts that are not approved by a company's Board of Directors.

These restrictions and provisions could keep us from pursuing relationships with strategic partners and from raising additional capital, which could impede our ability to expand our business and strengthen our competitive position. These restrictions could also limit shareholder value by impeding a sale of us.

The market price of our common stock may be volatile, and you may lose all or part of your investment.

The market price of our common stock could fluctuate significantly, and you may not be able to resell your shares at or above the price at which your shares were acquired. Those fluctuations could be based on various factors, including those described above and the following:

- our operating performance and the performance of our competitors and fluctuations in our operating results;
- the public's reaction to our press releases, our other public announcements and our filings with the SEC;
- changes in earnings estimates or recommendations by research analysts who follow us or other companies in our industry;
- global, national or local economic, legal and regulatory factors unrelated to our performance;
- announcements of positive news by us or our competitors, such as announcements of new products, services, strategic investments or acquisitions;
- announcements of negative news by us or our competitors, such as announcements of poorer than expected results of operations, data breaches or significant litigation;
- actual or anticipated variations in our or our competitors' operating results, and our and our competitors' growth rates;

- failure by us or our competitors to meet analysts' projections or guidance we or our competitors may give the market;
- changes in laws or regulations, or new interpretations or applications of laws and regulations, that are applicable to our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the arrival or departure of key personnel;
- the number of shares publicly traded;
- future sales or issuances of our common stock, including sales, distributions or issuances by us, our officers or directors and our significant shareholders; and
- other developments affecting us, our industry or our competitors.

In addition, in recent years the stock market has experienced significant price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations have often been unrelated or disproportionate to the operating performance of those companies. These broad market fluctuations, as well as general economic, political and market conditions such as recessions or interest rate changes, may cause declines in the market price of our common stock, and you may not realize any return on your investment in us and may lose some or all of your investment.

As we primarily operate in a single industry, we are especially vulnerable to these factors to the extent that they affect our industry or our products. In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources, and could also require us to make substantial payments to satisfy judgments or to settle litigation.

We do not intend to pay dividends for the foreseeable future.

We may retain future earnings, if any, for future operations, expansion and debt repayment. We have not paid cash dividends to date and have no current plans to pay any cash dividends for the foreseeable future. As a result of our current dividend policy, you may not receive any return on an investment in our common stock unless you sell our common stock for a price greater than that which you paid for it. Any future determination to declare and pay cash dividends will be at the discretion of our Board of Directors and will depend on, among other things, our financial condition, results of operations, cash requirements, contractual restrictions and such other factors as our Board of Directors deems relevant.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

Our corporate headquarters is located in Jacksonville, Florida in an office building that we own. In addition, we own or lease other office space, data centers and other facilities in the United States and India.

Item 3. *Legal Proceedings*

For a description of our legal proceedings, see Note 14 to the Notes to Consolidated Financial Statements included in Item 8 of Part II of this Report, which is incorporated by reference into this Part I, Item 3.

Item 4. *Mine Safety Disclosure*

Not applicable.

PART II

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

Shares of our common stock are listed on the New York Stock Exchange ("NYSE") and trade under the symbol "BKI".

On January 29, 2021, the closing price of our common stock on the NYSE was $81.69 per share. We had 6,125 holders of record of our common stock as of January 31, 2021. The actual number of shareholders is greater than this number of record holders, and includes shareholders who are beneficial owners but whose shares are held in street name by brokers and other nominees.

There were no unregistered sales of equity securities during the years ended December 31, 2020, 2019 and 2018.

Within 120 days after the close of our fiscal year, we intend to file with the SEC a definitive proxy statement pursuant to Regulation 14A of the Exchange Act, which will include information concerning securities authorized for issuance under our equity compensation plans and other matters required by Items 10 through 14 of Part III of this Report.

Share Repurchase Program

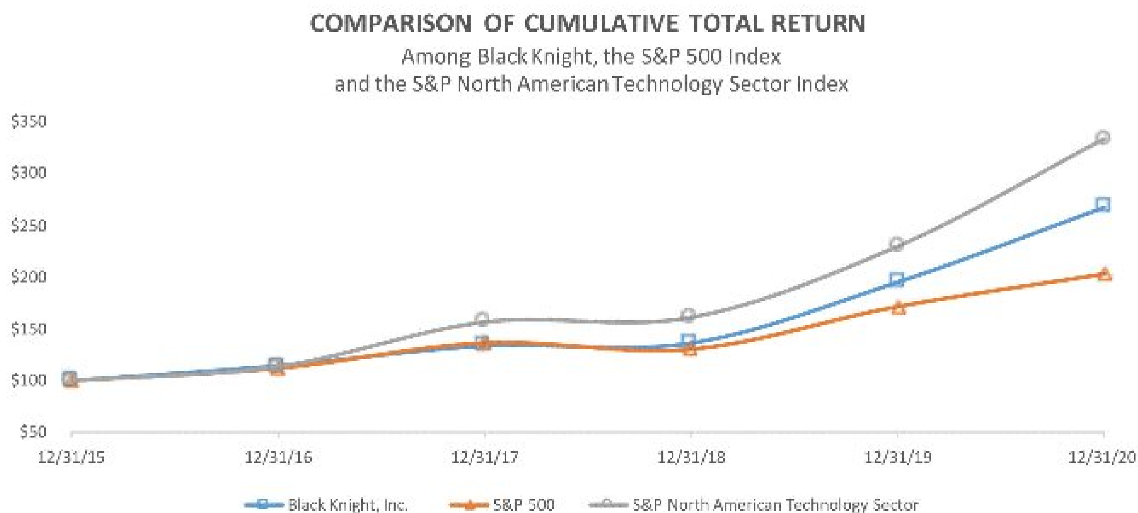
On January 31, 2017, our Board of Directors authorized a three-year share repurchase program, under which we could repurchase up to 10 million shares of Black Knight Financial Services, Inc. ("BKFS") Class A common stock through February 2, 2020, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. In connection with the Distribution, our Board of Directors approved a share repurchase program authorizing the repurchase of shares of BKI common stock consistent with the previous BKFS share repurchase program.

On February 12, 2020, our Board of Directors approved a three-year share repurchase program authorizing us to repurchase up to 10 million shares of our outstanding common stock through February 12, 2023, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. This share repurchase program replaced our previous share repurchase program that expired on February 2, 2020.

There were no share repurchases during the year ended December 31, 2020.

Performance Graph

The following graph shows a comparison of the cumulative total return for our common stock, the S&P 500 Index and the S&P North American Technology Sector Index from December 31, 2015 through December 31, 2020. The data for the S&P 500 Index and the S&P North American Technology Sector Index assumes reinvestment of dividends. The graph assumes an initial investment of $100, and the cumulative returns are based on the market price as of each year-end. Note that historic stock price performance is not necessarily indicative of future stock price performance.



*$100 invested on December 31, 2015 in Black Knight or each respective index, including reinvestment of dividends.

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	December 31,					
	2015	**2016**	**2017**	**2018**	**2019**	**2020**
Black Knight	$100	$114	$134	$136	$195	$267
S&P 500 Index	$100	$112	$136	$130	$171	$203
S&P North American Technology Sector Index	$100	$114	$156	$161	$230	$333

Item 6. *Selected Financial Data*

See Part II, Item 6. Selected Financial Data in our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 28, 2020, for selected financial data for the years ended December 31, 2019, 2018, 2017 and 2016.

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

The statements in the discussion and analysis regarding industry outlook, our expectations regarding the performance of our business, our liquidity and capital resources and the other non-historical statements are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Risk Factors" and "Statement Regarding Forward-Looking Information." Our actual results may differ materially from those contained in or implied by the forward-looking statements. You should read the following discussion together with the sections entitled "Risk Factors," "Selected Historical Financial Data," "Liquidity and Capital Resources" and the consolidated financial statements and the related notes thereto included elsewhere in this Annual Report on Form 10-K.

Except as otherwise indicated or unless the context otherwise requires, all references to "Black Knight," the "Company," "we," "us" or "our" are to Black Knight, Inc., a Delaware corporation, and its subsidiaries ("BKI").

Overview

We are an award-winning software, data and analytics company that drives innovation in the mortgage lending and servicing and real estate industries, as well as the capital and secondary markets. Businesses leverage our robust, integrated solutions across the entire homeownership life cycle to help retain existing clients, gain new clients, mitigate risk and operate more effectively. Our clients rely on our proven, comprehensive, scalable products and our unwavering commitment to delivering exceptional client support to achieve their strategic goals and better serve their customers.

We have market-leading vertical software solutions combined with comprehensive real estate data and extensive analytic capabilities. Our solutions are utilized by U.S. mortgage loan originators and servicers, as well as other financial institutions, investors and real estate professionals, to support mortgage lending and servicing operations, analyze portfolios and properties, operate more efficiently, meet regulatory compliance requirements and mitigate risk.

We believe the breadth and depth of our comprehensive end-to-end, integrated solutions and the insight we provide to our clients differentiate us from other software providers and position us particularly well for evolving opportunities. We have served the mortgage loan and real estate industries for over 55 years and utilize this experience to design and develop solutions that fit our clients' ever-evolving needs. Our proprietary software solutions and data and analytics capabilities are designed to reduce manual processes, support compliance and quality, mitigate risk and deliver significant cost savings to our clients. Our scale allows us to continually and cost-effectively invest in our business in order to meet industry requirements and maintain our position as a provider of industry-standard platforms for mortgage loan market participants.

The table below summarizes the number of active first and second lien mortgage loans on our mortgage loan servicing software solution and the related market data, reflecting our leadership in the mortgage loan servicing software solutions market (in millions):

	First lien		Second lien		Total first and second lien	
	2020	2019	2020	2019	2020	2019
Active loans	32.4	31.2	3.5	2.7	35.9	33.9
Market size	53.4 (1)	53.0 (1)	12.4 (2)	13.4 (2)	65.8	66.4
Market share	61%	59%	28%	20%	55%	51%

(1) According to the Black Knight Mortgage Monitor Reports as of December 31, 2020 and 2019 for U.S. first lien mortgage loans.
(2) According to the January 2021 and December 2019 Equifax National Consumer Credit Trends Reports as of January 4, 2021 and September 30, 2019, respectively, for U.S. second lien mortgage loans.

We offer our solutions to a wide range of clients across the mortgage and consumer loan, real estate and capital markets verticals. The quality and breadth of our solutions contribute to the long-standing nature of our relationships with our clients, the majority of whom enter into long-term contracts across multiple products that are embedded in their mission critical workflow and decision processes, particularly in the Software Solutions segment. Given the contractual nature of our revenues and stickiness of our client relationships, our revenues are highly visible and recurring in nature. Due to our integrated suite of solutions and our scale, we are able to drive significant operating leverage, which we believe enables our clients to operate more efficiently while allowing us to generate strong margins and cash flows.

Our Markets

The U.S. mortgage loan market is large, and the loan lifecycle is complex and consists of several stages. The mortgage loan lifecycle includes origination, servicing and default. Mortgage loans are originated to finance home purchases or refinance existing mortgage loans. Once a mortgage loan is originated, it is serviced on a periodic basis by mortgage servicers, which

may not be the lenders that originated the mortgage loan. Furthermore, if a mortgage loan goes into default, it triggers a set of multifaceted processes with an assortment of potential outcomes depending on a mix of variables.

Underlying the three major stages of the mortgage loan lifecycle are the software, data and analytics support behind each process, which have become increasingly critical to industry participants. As the industry has grown in complexity, participants have responded by outsourcing to large-scale specialty providers, automating manual processes and seeking end-to-end solutions that support the processes required to manage the entire mortgage loan lifecycle.

Recent Developments

2020 Acquisitions

On March 3, 2020, we completed the acquisition of Collateral Analytics, LLC ("Collateral Analytics"), a provider of real estate products and tools to support appraisers, appraisal management companies, lenders, investors and government agencies. The acquisition is integrated into our Data and Analytics segment and enhances our real estate solutions and automated valuation model offerings.

On August 27, 2020, we completed the acquisition of DocVerify, a solution that provides proof of the integrity of digital documents, enabling organizations across a wide range of industries to streamline processes, safeguard sensitive information and reduce costs. DocVerify is reported within our Software Solutions segment and helps accelerate our goal of digitizing the entirety of the real estate and mortgage continuum as DocVerify's trusted and proven digital document verification capabilities are integrated with Expedite®Close, our digital closing platform.

Optimal Blue Acquisition

On July 26, 2020, we entered into a definitive equity purchase agreement with affiliates of private equity firm GTCR, LLC, to purchase Optimal Blue, LLC ("Optimal Blue"), a leading provider of secondary market solutions and actionable data services. We also entered into forward purchase agreements with Cannae Holdings, LLC ("Cannae") and affiliates of Thomas H. Lee Partners, L.P. ("THL") (collectively, the "FPAs"), whereby Cannae and affiliates of THL agreed to each acquire 20% of the equity interests of a newly formed entity, Optimal Blue Holdco, LLC ("Optimal Blue Holdco"), for a purchase price of $289.0 million. Optimal Blue Holdco was formed for the purpose of acquiring Optimal Blue and certain affiliates.

On September 15, 2020, we completed a series of transactions and completed the acquisition of Optimal Blue. In connection with the acquisition of Optimal Blue, we contributed $762.0 million in cash and our Compass Analytics business to Optimal Blue Holdco. As of December 31, 2020, we own 60% of Optimal Blue Holdco.

Optimal Blue Holdco is subject to the consolidation guidance related to variable interest entities as set forth in Accounting Standards Codification ("ASC") Topic 810, *Consolidation* ("ASC 810"). We are the primary beneficiary of Optimal Blue Holdco through our controlling interest and possess the rights established in the Amended and Restated Limited Liability Company Agreement of Optimal Blue Holdco (the" OB Holdco LLC Agreement"). As such, we control Optimal Blue Holdco and its subsidiaries and consolidate its financial position and results of operations. Intercompany transactions between us and Optimal Blue Holdco and its subsidiaries are eliminated in consolidation. Refer to Note 2 — *Significant Accounting Policies* to the Notes to Consolidated Financial Statements for additional information.

Redeemable noncontrolling interests represent the collective 40% equity interest owned by Cannae and THL in Optimal Blue Holdco. We have call rights on THL's and Cannae's equity interests in Optimal Blue Holdco that are exercisable beginning September 15, 2023 at a call price equal to the greater of (i) the fair market value of such interests and (ii) an amount that would result in the multiple of THL's or Cannae's return on investment to equal 2.0, as applicable. In addition, THL and Cannae have the right to put their respective interests in Optimal Blue Holdco to (i) Optimal Blue Holdco if there is a change of control of Black Knight or (ii) Optimal Blue Holdco, BKT or Black Knight that are exercisable beginning September 15, 2023. We have the option to satisfy the purchase price, which shall be equal to the fair market value of such interest, in connection with the exercise of any put or call right either in cash or Black Knight common stock other than a put in connection with a change of control of Black Knight, in which case the purchase price is payable only in cash. The equity interests will be settled at the current fair value at the time we receive notice of the put election as determined by the parties or by a third party appraisal under the terms of OB Holdco LLC Agreement.

Refer to Note 3 — *Business Acquisitions* to the Notes to Consolidated Financial Statements for additional information related to our current and prior years acquisitions.

DNB Investment

On July 6, 2020, Dun & Bradstreet Holdings, Inc. ("DNB") closed its previously announced initial public offering ("DNB IPO") and we invested $100.0 million in the DNB private placement. In connection with the closing of the DNB IPO and the DNB private placement, our limited partner interests in Star Parent, L.P. were exchanged for 54.8 million shares of DNB common stock (the "DNB Investment"), which represents ownership of 13.0% of DNB. As of December 31, 2020, DNB's closing share price was $24.90 and the fair value of our investment in DNB was $1,365.8 million. As of December 31, 2020, assuming a statutory tax rate of 25.3%, the estimated after tax value of our investment in DNB is $1,144.8 million.

On January 8, 2021, DNB completed its acquisition of Bisnode Business Information Group AB (the "Bisnode acquisition"). In connection with the Bisnode acquisition, DNB issued an additional 6.2 million shares of common stock, which resulted in a decrease in our ownership interest in DNB to 12.8%.

Business Trends and Conditions

COVID-19 Pandemic

On March 11, 2020, the World Health Organization ("WHO") declared the COVID-19 outbreak to be a global pandemic. In addition to the devastating effects on human life, the pandemic is having a negative ripple effect on the global economy, leading to disruptions and volatility in the global financial markets. Most U.S. states and many countries have issued policies intended to stop or slow the further spread of the disease.

COVID-19 and the U.S.'s response to the pandemic are significantly affecting the mortgage and real estate industries. On March 18, 2020, the U.S. Department of Housing and Urban Development ("HUD") and the Federal Housing Finance Agency ("FHFA") announced a 60-day moratorium on mortgage loan foreclosures and evictions. Likewise, the FHFA also announced mortgage loan forbearance programs for certain borrowers that allow mortgage loan payments to be suspended for up to 12 months.

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law in an effort to provide economic assistance to workers, families and businesses and codified the actions of HUD and the FHFA.

Subsequent to the CARES Act, the Federal Housing Administration ("FHA") extended the moratorium on mortgage loan foreclosures and evictions through at least June 30, 2021. In addition, many states have implemented additional guidance that extends their moratorium on mortgage loan foreclosures and evictions, and additional extensions of these moratoriums may be implemented in the future.

There are no comparable events that provide guidance as to the effect the COVID-19 pandemic may have, and, as a result, the ultimate effect of the pandemic is uncertain and subject to change. We do not yet know the full extent of the effects on the economy, the markets we serve, our business or our operations.

Black Knight Response and the Effect on Our Business

We continue to execute on our business continuity plans to address the challenges related to the ongoing COVID-19 pandemic. Since March 2020, substantially all of our employees have been working from home. We are following the requirements and protocols published by the U.S. Centers for Disease Control, the WHO and country, state and local governments. Our most important priorities are the health and safety of our employees and helping the communities where we work and live. We continue to assess when and how we will begin to lift the actions put in place as part of our business continuity plans, including working from home and travel restrictions, while we continue to offer our clients the high level of service they have come to expect from us. We believe our transition to working from home has been successful and has not significantly affected our results of operations, financial condition, cash flows or control environment as of and for the year ended December 31, 2020.

The extraordinary effects of the broad-based response to the COVID-19 pandemic have delayed the timing of certain revenues. Specifically, the current mortgage loan foreclosure moratorium and forbearance plans offered as part of the CARES Act are reducing the number of foreclosures being processed on our Bankruptcy℠/Foreclosure℠ and Invoicing ℠ software solutions for which revenue is recognized as transactions occur. For the year ended December 31, 2020, approximately $37 million in revenues were delayed beyond 2020. Many of our clients continue to work from home while experiencing origination volume increases as well as an elevated number of customer service calls. As a result, we initially saw delays to some of our implementation timelines, but continue to make progress while many of our clients and team members continue to work remotely. Our teams are focused on supporting our clients in this shifting landscape and stand ready to deliver our solutions.

Our clients have realized there will be significant changes in how their customers want to, or are able to, interact with them throughout the pandemic and beyond. In reaction to these changes, our clients are prioritizing automated technology solutions that enable them to remotely engage with their customers and provide streamlined ways of performing the core functions of their businesses, all while maintaining regulatory compliance in an environment that is rapidly changing. We believe our solutions are well-positioned to help our clients address these needs.

We partner with many of the industry's leading lenders and servicers and believe it is our duty to serve in a leadership role as we manage through this crisis and beyond. From the start of the COVID-19 crisis, we have worked to provide leadership on behalf of our clients and to provide them with actionable intelligence, including our monthly Mortgage Monitor report and our McDash Flash Forbearance Tracker. We have also published in-depth white papers, held town hall meetings with our clients and have had frequent meetings with senior executives at our clients, government agencies and industry associations. We believe the in-depth data and insights we offer are essential for both mortgage market participants and government entities as we work together to address the economic ramifications of the crisis.

Our investment and innovation in digital mortgage loan solutions have made it possible for a majority of the mortgage application, underwriting and closing processes to happen online and remotely. Our industry-leading servicing system and a mortgage loan contributory data set represents a majority of the U.S. market and is modeled to represent the entire U.S. market. Our robust analytics and seamless integration ties them all together and allows for real-time visibility into the majority of active mortgage loans and a holistic view of the homeownership lifecycle. The depth of our integrated software, data and analytics enables clients to see what the effects of the pandemic mean for their business and industry. Our clients use these robust solutions for modeling, forecasting and reserve setting, which is critical, especially in this current environment.

Market Trends

Market trends that have spurred lenders and servicers to seek software, data and analytics solutions are as follows:

Integral role of technology in the U.S. mortgage loan industry. Over the past few years, banks and other lenders and servicers have become increasingly focused on automation and workflow management to operate more efficiently and meet their regulatory requirements as well as using technology to enhance the consumer experience during the mortgage loan origination, closing and servicing processes. Since the start of the pandemic, our clients have become increasingly aware that digital solutions are integral to their ability to stay connected with their customer base in times when face-to-face interactions are not possible. We believe technology providers must be able to support the complexity and dynamic nature of the market, display extensive industry knowledge and possess the financial resources to make the necessary investments in technology and software to support lenders. This includes an enhanced digital experience along with the application of artificial intelligence, robotic process automation and adaptive learning.

Heightened demand for enhanced transparency and analytic insight. As U.S. mortgage loan market participants work to minimize the risk in lending, servicing and capital markets, they rely on the integration of data and analytics with solutions that enhance the decision-making process. These industry participants rely on large comprehensive third-party databases coupled with enhanced analytics to achieve these goals. The pandemic is putting pressure on the U.S. economy, affecting millions of American jobs and creating a high-level of uncertainty in the volume of work that our clients are facing with possible

delinquent mortgage loans. Mortgage loan market participants are eager for timely data and insights to help them plan and react to the changing environment.

Regulatory changes and oversight. Most U.S. mortgage loan market participants are subject to a high level of regulatory oversight and regulatory requirements as federal and state governments have enacted various new laws, rules and regulations. It is our experience that mortgage lenders have become more focused on minimizing the risk of non-compliance with regulatory requirements and are looking toward solutions that assist them in complying with their regulatory requirements. We expect this trend to continue as additional governmental programs and regulations have been recently enacted to address the economic concerns resulting from the pandemic, and our clients have had to adapt their systems and processes in record time to the shifting landscape. In addition, our clients and our clients' regulators have elevated their focus on privacy and data security while many of our clients' employees are working from home and in light of an increased level of cybersecurity incidents. We expect the industry focus on privacy and data security to continue to increase.

Our Business Segments

Our business is organized into two segments: Software Solutions and Data and Analytics.

Software Solutions

Our Software Solutions segment offers software and hosting solutions that support loan servicing, loan origination and settlement services. Our software solutions revenues were 84%, 86% and 86% of our consolidated revenues for the years ended December 31, 2020, 2019 and 2018, respectively.

The following table summarizes our software solutions revenues (in millions):

	Year ended December 31,			% of segment revenues		
	2020	2019	2018	2020	2019	2018
Servicing software solutions	$ 777.7	$ 815.5	$ 799.0	75%	81%	83%
Origination software solutions	262.5	196.8	163.0	25%	19%	17%
Software Solutions	$ 1,040.2	$ 1,012.3	$ 962.0	100%	100%	100%

Our servicing software solutions primarily include our core servicing software solution that automates loan servicing, including loan setup and ongoing processing, customer service, accounting, reporting to the secondary mortgage market and investors and web-based workflow information systems. Our servicing software solutions primarily generate revenues based on the number of active loans outstanding on our system, which has been very stable; however, we have some exposure to foreclosure and bankruptcy loan volumes, which can fluctuate based on economic cycles and other factors.

Before the pandemic, foreclosure start volumes were already at historic lows. Our servicing software solutions that are more sensitive to foreclosure volumes were approximately 2% of our consolidated revenues for the year ended December 31, 2020. As a result of the effects of the broad-based response to the COVID-19 pandemic, we have seen lower foreclosure-related transactional revenues due to the mortgage loan foreclosure moratorium and expect this trend to continue due to the mortgage loan forbearance plans offered as part of the CARES Act. As of February 16, 2021, Black Knight's McDash Flash Forbearance Tracker estimated 2.7 million homeowners, or 5.1% of all U.S. mortgage loans, were in COVID-19 mortgage loan forbearance plans.

Our origination software solutions primarily include our solutions that automate and facilitate the origination of mortgage loans and provide an interconnected network allowing the various parties and systems associated with lending transactions to exchange data quickly and efficiently. For our origination software solutions, our loan origination system revenues are based on closed loan volumes subject to minimum base subscription fees that are contractually obligated, which limits our exposure to declines in origination volumes. Some of our origination software solutions are exposed to variances in origination volumes, primarily related to refinance volumes due to the nature of the services provided. Given the near record low level of mortgage loan rates, we have seen elevated volumes related to refinance originations. We expect this trend to continue during the first half of 2021 followed by a subsequent decline in origination volumes during the second half of 2021. Despite the initial decline with stay-at-home orders and similar restrictive mitigation measures issued in various parts of the country for an unknown duration, we have seen some improvement in purchase origination volumes due to pent-up demand and the current interest rate environment. Our origination software solutions that are more sensitive to origination volumes were approximately 6% of our consolidated revenues for the year ended December 31, 2020.

Data and Analytics

Our Data and Analytics segment offers data and analytics solutions to the mortgage, real estate and capital markets verticals. These solutions include property ownership data, lien data, servicing data, automated valuation models, collateral risk scores, behavioral models, a multiple listing service software solution and other data solutions. Our data and analytics business is predominantly based on longer-term strategic data licenses, other data licenses and subscription-based revenues. Our data and

analytics revenues were 16%, 14% and 14% of our consolidated revenues for the years ended December 31, 2020, 2019 and 2018, respectively. Our data and analytics solutions that are more sensitive to fluctuations in home buying activity and origination volumes were approximately 5% of our consolidated revenues for the year ended December 31, 2020 and relate to services where we provide data necessary for title insurance and other settlement service activities.

Regulatory Requirements

There continues to be a high level of legislative and regulatory focus on consumer protection practices. As a result, federal and state governments have enacted various new laws, rules and regulations. This has led banks and other lenders to seek software solutions that assist them in satisfying their regulatory compliance obligations in the face of a changing regulatory environment. We have developed solutions that target this need, which has resulted in additional revenues.

The CFPB has issued guidance that applies to "supervised service providers," which the CFPB has defined to include service providers, like us, to CFPB-supervised banks and non-banks. In addition, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") contains the Mortgage Reform and Anti-Predatory Lending Act that imposes additional requirements on lenders and servicers of residential mortgage loans. Future legislative or regulatory changes are difficult to predict, and new laws or regulations that may be implemented by the CFPB or other regulatory bodies may require us to change our business practices or incur increased costs to comply.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon audited consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of these consolidated financial statements requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities and disclosures with respect to contingent liabilities and assets at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Certain of our accounting policies require the application of significant judgment by management in selecting the appropriate assumptions for calculating financial estimates. By their nature, these judgments are subject to an inherent degree of uncertainty. Our actual results may differ from those estimates. See Note 2 to the Notes to Consolidated Financial Statements for additional description of the significant accounting policies that have been followed in preparing our consolidated financial statements.

The accounting policies described below are those we consider to be the most critical to an understanding of our financial condition and results of operations and that require the most complex and subjective management judgment.

Revenue Recognition

At times, revenue recognition requires significant judgment, especially for our complex arrangements that include multiple performance obligations, or deliverables, such as arrangements that include the implementation of several software solutions over a period of time as well as post-implementation subscription fees and support for those solutions. The amount of revenues we recognize in a particular period depends on the value we allocate to the products and services delivered during that period. Changes to these estimates could materially affect the amount of revenues reflected in our consolidated results of operations.

Our judgments for revenue recognition relate to (i) identifying performance obligations within the arrangement, including whether those obligations are distinct or should be combined; (ii) determining the standalone selling price ("SSP") for each performance obligation; and (iii) determining the effect of contract modifications.

Delivery of our primary software solutions is often considered a distinct performance obligation; however, certain agreements that include complex, proprietary implementation-related professional services require judgment to determine if the software solution and related implementation professional services should be combined into one performance obligation.

The SSP for many of our solutions and services is based on observable selling prices. However, when observable selling prices are not available, judgment and analysis is required to establish an estimated SSP through consideration of all reasonably available information, including market conditions, demands, trends, our specific factors and information about the client or class of client. The adjusted market approach is generally used when observable inputs are not available or limited.

Contract modifications require judgment to determine if the modification should be accounted for as (i) a separate contract, (ii) the termination of the original contract and creation of a new contract or (iii) a cumulative catch-up adjustment to the original contract. When evaluating contract modifications, we must identify the performance obligations of the modified contract and determine both the allocation of revenues to the remaining performance obligations and the period of recognition for each identified performance obligation.

Computer Software

For computer software products to be sold, leased or marketed, all costs incurred to establish the technological feasibility are research and development costs and are expensed as they are incurred. Costs incurred subsequent to establishing

technological feasibility, such as programmers' salaries, related payroll costs and costs of independent contractors, are capitalized and amortized commencing on the date of general release to clients. Judgment is required in determining when technological feasibility of a product is established. The timing of when various research and development projects become technologically feasible or ready for release can cause fluctuations in the amount of research and development costs that are expensed or capitalized in any given period. Generally, we amortize capitalized costs on a straight-line basis. However, we use an accelerated amortization method equal to the ratio of revenues generated by the software solution in the current year as a percentage of the estimated current and future revenues over its estimated useful life if that ratio is greater than the percentage to be amortized using the straight-line method.

Purchase Accounting

We are required to allocate the purchase price of acquired businesses to the tangible and intangible assets acquired and the liabilities assumed based on their estimated fair values, with the excess recorded as goodwill. We generally engage third-party valuation specialists to assist us in making fair value determinations. The third-party valuation specialists generally use discounted cash flow models, which require internally-developed assumptions, to determine the acquisition fair value of client relationship intangible assets and developed technology software assets. Assumptions for client relationship asset valuations generally include forecasted revenue attributable to existing customer contracts and relationships, estimated annual attrition, forecasted earnings before interest, taxes, depreciation and amortization margin and estimated weighted average cost of capital and discount rates. Assumptions for software asset valuations generally include forecasted revenue attributable to the software assets, obsolescence rates, estimated royalty rates and estimated weighted average cost of capital and discount rates.

If the initial accounting for a business combination is incomplete by the end of the reporting period during which the combination took place, we are required to record provisional amounts in our financial statements for items for which the accounting has not been completed. Measurement period adjustments to provisional purchase price allocations are recognized in the period in which they are determined, with the effect on earnings of changes in depreciation, amortization or other income resulting from such changes calculated as if the accounting had been completed on the acquisition date. Any new assets or liabilities identified during the measurement period are recognized as of the acquisition date. The measurement period ends the sooner of one year from the acquisition date or when we receive the information we were seeking about facts and circumstances that existed as of the acquisition date or learn that more information is not obtainable.

Refer to Note 3 to the Notes to Consolidated Financial Statements for discussion of our acquisitions during years ended December 31, 2020, 2019 and 2018.

Goodwill and Other Intangible Assets

Goodwill is tested for impairment annually or more frequently if circumstances indicate potential impairment, through a comparison of a reporting unit's fair value to its carrying value. A qualitative or quantitative assessment of factors that may indicate a potential for impairment include macroeconomic conditions, industry and market changes, our overall financial performance, changes in share price and other events or changes in circumstances that could negatively affect us. If the results of a qualitative assessment indicate a potential for impairment, a quantitative goodwill impairment test is performed. The quantitative process of determining whether or not an asset, such as goodwill, is impaired or recoverable relies on a weighted average of multiple valuation methods, primarily a combination of an income approach and a market approach. The income approach includes the present value of estimated future cash flows, while the market approach uses earnings multiples of similar guideline public companies. Such projections are inherently uncertain. A quantitative goodwill impairment analysis is sensitive to changes in estimates of future cash flows and discount rates. Changes to these estimates might result in material changes in the fair value of the reporting units and determination of the recoverability of goodwill.

Other intangible assets, net of accumulated amortization, consist primarily of client relationship assets. Intangible assets with definite useful lives are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Indefinite-lived intangible assets are not amortized, but are reviewed for impairment at least annually in accordance with ASC 350.

Factors Affecting the Comparability of Our Results of Operations

Our historical results of operations may not be comparable to our results of operations in future periods as a result of these and a number of other factors. In addition, our results of operations may vary from period to period. Set forth below is a brief discussion of the key factors affecting the comparability of our results of operations.

Revenues. On September 15, 2020, we completed a series of transactions and completed the acquisition of Optimal Blue. The reported results for 2020 include revenues of $37.6 million from our acquisition of Optimal Blue.

Investments in Unconsolidated Affiliates. In 2019, we completed our D&B Investment for an economic ownership of approximately 18.1%. Our Net earnings for the year ended December 31, 2019 include our equity in losses of Star Parent for the period from February 8, 2019 to December 31, 2019. In 2020, in connection with the closing of DNB IPO and the DNB

Private Placement, our limited partner interests in Star Parent were exchanged for 54.8 million shares of DNB common stock, which represents ownership of 13.0% of DNB. Our Net earnings for the year ended December 31, 2020 include a non-cash gain of $88.2 million recognized as a result of DNB IPO and concurrent private placement. Refer to Note 4 to the Notes to Consolidated Financial Statements for additional information related to the DNB Investment.

Redeemable Noncontrolling Interests. Redeemable noncontrolling interests represent the collective 40% equity interest owned by Cannae and THL in Optimal Blue Holdco. Refer to Note 1 to the Notes to Consolidated Financial Statements for additional information related to Redeemable noncontrolling interests.

Key Components of Results of Operations

Revenues

We generate revenues through contractual arrangements we enter into with our clients to provide products or services either individually or in combination with one another as part of an integrated offering of multiple services. These arrangements occasionally include offerings from more than one segment to the same client.

Software Solutions

Our Software Solutions segment revenues are primarily derived from software and hosting solutions and professional services. Revenues from software and hosting solutions are typically volume-based agreements driven by factors such as the number of accounts processed, transactions processed and computer resources utilized. Professional services consist of pre-implementation and post-implementation support and services and are primarily billed on a time and materials basis. Professional services may also include dedicated teams provided as part of agreements with software and hosting solutions clients.

Data and Analytics

Our Data and Analytics segment revenues are primarily derived from property ownership data, lien data, servicing data, automated valuation models, collateral risk scores, behavioral models, a multiple listing service software solution and other data solutions.

Expenses

The following is a brief description of the components of our expenses:

- *Operating expenses* primarily include compensation costs, including equity-based compensation and benefits, hardware and software maintenance costs, software subscription costs, cloud computing costs, rent-related costs and professional services.
- *Transition and integration costs* for 2020 and 2019 primarily consisted of costs associated with acquisitions and expense reduction initiatives. In 2018, these costs primarily consisted of costs associated with executive transition, transition-related costs as we transferred certain corporate functions from FNF following the Distribution and costs associated with acquisitions.
- *Depreciation and amortization* expense consists of our depreciation related to investments in property and equipment, including hardware, as well as amortization of purchased and developed software and other intangible assets, primarily client relationship assets recorded in connection with acquisitions. It also includes the amortization of previously deferred contract costs.
- *Interest expense, net* consists primarily of interest expense on our borrowings, amortization of our debt issuance costs and original issue discount, payments on our interest rate swaps, commitment fees on our revolving credit facility and administrative agent fees net of capitalized interest and interest income.
- *Other income, net* for 2020 primarily related to a recognized gain for the resolution of a legacy legal matter. Other expense, net for 2019 primarily related to legal fees. Other expense, net for 2018 primarily related to the loss on extinguishment of debt and costs incurred in connection with our debt refinancing on April 30, 2018.
- *Income tax expense* represents federal, state, local and foreign taxes.
- *Equity in losses of unconsolidated affiliates, net of tax* primarily represents the effect of our investment in DNB, which is accounted for as an equity-method investment. Refer to Note 4 to the Notes to Consolidated Financial Statements for additional information.

Results of Operations

Key Performance Metrics

Revenues, EBITDA and EBITDA Margin for the Software Solutions and Data and Analytics segments are presented in conformity with ASC Topic 280, *Segment Reporting*. These measures are reported to the chief operating decision maker for purposes of making decisions about allocating resources to the segments and assessing their performance. For these reasons, these measures are excluded from the definition of non-GAAP financial measures under the Securities and Exchange Commission's ("SEC") Regulation G and Item 10(e) of Regulation S-K.

Consolidated Results of Operations

The following tables present certain financial data for the periods indicated (dollars in millions):

	Year ended December 31,		
	2020	2019	2018
Revenues	$ 1,238.5	$ 1,177.2	$ 1,114.0
Expenses:			
Operating expenses	669.6	646.0	625.4
Depreciation and amortization	270.7	236.2	217.0
Transition and integration costs	31.4	5.4	6.6
Total expenses	971.7	887.6	849.0
Operating income	266.8	289.6	265.0
Operating margin	*21.5 %*	*24.6 %*	*23.8 %*
Interest expense, net	(62.9)	(63.5)	(51.7)
Other income (expense), net	16.4	(1.4)	(7.1)
Earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	220.3	224.7	206.2
Income tax expense	41.6	41.9	37.7
Earnings before equity in earnings (losses) of unconsolidated affiliates	178.7	182.8	168.5
Equity in earnings (losses) of unconsolidated affiliates, net of tax	67.1	(74.0)	—
Net earnings	245.8	108.8	168.5
Net losses attributable to redeemable noncontrolling interests	18.3	—	—
Net earnings attributable to Black Knight	$ 264.1	$ 108.8	$ 168.5
Net earnings per share attributable to Black Knight common shareholders:			
Diluted	$ 1.73	$ 0.73	$ 1.14
Weighted average shares of common stock outstanding:			
Diluted	152.9	148.6	148.2

Year Ended December 31, 2020 Compared to Year Ended December 31, 2019

Segment Financial Results

Revenues

The following table sets forth revenues by segment for the periods presented (in millions):

	Year ended December 31,		Variance	
	2020	2019	$	%
Software Solutions	$ 1,040.2	$ 1,012.3	$ 27.9	3 %
Data and Analytics	198.7	165.4	33.3	20 %
Corporate and Other[(1)]	(0.4)	(0.5)	0.1	NM
Total	$ 1,238.5	$ 1,177.2	$ 61.3	5 %

(1) Revenues for Corporate and Other represent deferred revenue purchase accounting adjustments recorded in accordance with GAAP.

Software Solutions

Revenues were $1,040.2 million in 2020 compared to $1,012.3 million in 2019, an increase of $27.9 million, or 3%. Our servicing software solutions revenues decreased 5%, or $37.8 million, as increased revenues from new and existing clients on MSP® were more than offset by the effect of client deconversions and approximately $37 million of lower revenues related to the effect of lower foreclosure related volumes due to the foreclosure moratorium as part of the CARES Act. Our origination software solutions revenues increased 33%, or $65.7 million, primarily driven by revenues of $37.6 million from our acquisition of Optimal Blue, increased revenues from new clients and higher origination volumes, partially offset by higher license and termination fees in the prior year.

Data and Analytics

Revenues were $198.7 million in 2020 compared to $165.4 million in 2019, an increase of $33.3 million, or 20%. The increase was primarily driven by higher origination volumes, strong sales execution and revenues of $10.8 million from our acquisition of Collateral Analytics.

EBITDA and EBITDA margin

The following tables set forth EBITDA (in millions) and EBITDA margin by segment for the periods presented:

	Year ended December 31,		Variance	
	2020	2019	$	%
Software Solutions	$ 604.6	$ 599.6	$ 5.0	1 %
Data and Analytics	64.8	42.0	22.8	54 %

	Year ended December 31,		Variance
	2020	2019	Basis points
Software Solutions	58.1 %	59.2 %	(110)
Data and Analytics	32.6 %	25.4 %	720

Software Solutions

EBITDA was $604.6 million in 2020 compared to $599.6 million in 2019, an increase of $5.0 million, or 1%, with an EBITDA margin of 58.1%, a decrease of 110 basis points from the prior year. The EBITDA margin decrease was driven by revenue mix primarily related to high incremental margins associated with the lower foreclosure related revenues due to the foreclosure moratorium and higher revenues from acquisitions with margins slightly below the segment average.

Data and Analytics

EBITDA was $64.8 million in 2020 compared to $42.0 million in 2019, an increase of $22.8 million, or 54%, with an EBITDA margin of 32.6% in 2020 compared to 25.4% in 2019. The EBITDA margin increase was primarily driven by incremental margins on revenue growth.

Consolidated Financial Results

Operating Expenses

The following table sets forth operating expenses by segment for the periods presented (in millions):

	Year ended December 31,		Variance	
	2020	2019	$	%
Software Solutions	$ 435.6	$ 412.7	$ 22.9	6 %
Data and Analytics	133.9	123.4	10.5	9 %
Corporate and Other[1]	100.1	109.9	(9.8)	(9)%
Total	$ 669.6	$ 646.0	$ 23.6	4 %

(1) Operating expenses for Corporate and Other include equity-based compensation, including certain related payroll taxes, of $40.6 million and $51.7 million in 2020 and 2019, respectively.

The increase in Operating Expenses was primarily driven by the effect of current and prior year acquisitions, higher net personnel expense, software subscription and maintenance costs, and data acquisition costs, partially offset by lower equity-based compensation, medical costs and travel related costs.

Depreciation and Amortization

The following table sets forth Depreciation and amortization by segment for the periods presented (in millions):

	Year ended December 31,		Variance	
	2020	2019	$	%
Software Solutions	$ 120.9	$ 123.9	$ (3.0)	(2)%
Data and Analytics	15.1	15.9	(0.8)	(5)%
Corporate and Other[(1)]	134.7	96.4	38.3	40 %
Total	$ 270.7	$ 236.2	34.5	15 %

(1) Depreciation and amortization for Corporate and Other primarily represents net incremental depreciation and amortization adjustments associated with the application of purchase accounting recorded in accordance with GAAP.

The increase in Depreciation and amortization is primarily driven by the effect of amortization of acquired intangible assets and software and new hardware and software placed in service as a result of new client wins.

Transition and Integration Costs

Transition and integration costs were $31.4 million in 2020 compared to $5.4 million in 2019. Transition and integration costs in 2020 and 2019 primarily consisted of costs associated with acquisitions, including transaction costs of $15.0 million related to the acquisition of Optimal Blue, and expense reduction initiatives.

Interest Expense, Net

Interest expense, net was $62.9 million in 2020 compared to $63.5 million in 2019, a decrease of $0.6 million, or 1%. The decrease was primarily driven by lower average interest rates, partially offset by higher average debt balances following the acquisition of Optimal Blue.

Other Expense, Net

Other income, net was $16.4 million in 2020 compared to Other expense, net $1.4 million in 2019. The 2020 amounts are primarily related to a recognized gain of $18.5 million for the resolution of a legacy legal matter. The 2019 amounts are primarily related to legal fees.

Income Tax Expense

Income tax expense was $41.6 million in 2020 compared to $41.9 million in 2019. Our effective tax rate was 18.9% in 2020 compared to 18.6% in 2019. Refer to Note 19 to the Notes to Consolidated Financial Statements for more information related to the components of our effective tax rate.

Equity in Earnings (Losses) of Unconsolidated Affiliates, Net of Tax

Equity in earnings (losses) of unconsolidated affiliates, net of tax consists of the following (in millions):

	Year ended December 31,	
	2020	2019
Equity in losses of unconsolidated affiliates, net of tax	$ (26.1)	$ (74.0)
Gain related to DNB IPO and concurrent private placement, net of tax	88.2	—
Sale of an equity method investment, net of tax	5.0	—
Equity in earnings (losses) of unconsolidated affiliates, net of tax	$ 67.1	$ (74.0)

Refer to Note 4 to the Notes to Consolidated Financial Statements for more information related to our investment in DNB.

Year Ended December 31, 2019 Compared to Year Ended December 31, 2018

See Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 28, 2020, for a discussion of our consolidated results of operations for 2019 compared to 2018.

Liquidity and Capital Resources

Cash Requirements

Our primary sources of liquidity are our existing cash balances, cash flows from operations and borrowings on our revolving credit facility. As of December 31, 2020, we had cash and cash equivalents of $34.7 million, debt principal of $2,213.7 million and available capacity of $702.3 million on our revolving credit facility. Our existing credit facility matures on April 30, 2023.

Our primary cash requirements include operating expenses, debt service payments (principal and interest), capital expenditures (including property, equipment and computer software expenditures) and tax-related payments and may include business acquisitions and share repurchases.

We believe that our cash flows from operations and available cash and cash equivalents are sufficient to meet our liquidity needs, including the repayment of our outstanding debt, for at least the next 12 months. We anticipate that to the extent that we require additional liquidity, it will be funded through borrowings on our revolving credit facility, the incurrence of other indebtedness, equity issuance or a combination thereof. The loss of the largest lender on our revolving credit facility would reduce our borrowing capacity by $102.5 million. Additionally, our liquidity and our ability to meet our obligations and fund our capital requirements are also dependent on our future financial performance, which is subject to general economic, financial and other factors that are beyond our control. Accordingly, we cannot be assured that our business will generate sufficient cash flows from operations or that future borrowings will be available from additional indebtedness or otherwise to meet our liquidity needs. Although we have no specific current plans to do so, if we decide to pursue one or more significant acquisitions, we may incur additional debt or sell additional equity to finance such acquisitions.

The CARES Act allows us to defer payments of our share of social security taxes until December 31, 2021 and 2022. As of December 31, 2020, we have deferred $14.8 million of payments related to employer social security taxes.

Cash Flows

The following table provides a summary of cash flows from operating, investing and financing activities (in millions):

	Year ended December 31,			Variance	
	2020	2019	2018	2020 v. 2019	2019 v. 2018
Cash flows provided by operating activities	$ 415.4	$ 378.3	$ 435.5	$ 37.1	$ (57.2)
Cash flows used in investing activities	(2,089.2)	(551.0)	(144.1)	(1,538.2)	(406.9)
Cash flows provided by (used in) financing activities	1,693.1	167.8	(287.3)	1,525.3	455.1
Net increase (decrease) in cash and cash equivalents	$ 19.3	$ (4.9)	$ 4.1	$ 24.2	$ (9.0)

Operating Activities

The $37.1 million increase in cash provided by operating activities in 2020 compared to 2019 is primarily related to higher earnings and the timing of payments for employer payroll taxes, partially offset by acquisition-related payments. The $57.2 million decrease in cash provided by operating activities in 2019 compared to 2018 was primarily related to the timing and amount of cash receipts for Trade receivables, net, higher payments primarily related to income taxes and incentive bonus, and the timing of payments for Trade accounts payable and other accrued liabilities.

Investing Activities

The $1,538.2 million increase in cash used in investing activities in 2020 compared to 2019 is primarily related to the acquisition of Optimal Blue, partially offset by higher investments related to Star Parent in 2019. The $406.9 million increase in cash used in investing activities in 2019 compared to 2018 was primarily related to investments in Star Parent and our acquisition of Compass Analytics.

Financing Activities

The $1,525.3 million increase in cash provided by financing activities in 2020 compared to 2019 is primarily related to the issuance by BKIS of $1.0 billion in aggregate principal amount of 3.625% senior unsecured notes due 2028 (the "Senior Notes"), contributions from affiliates of Cannae and THL to their redeemable noncontrolling interests in Optimal Blue Holdco and cash proceeds received from our underwritten common stock offering, partially offset by higher net payments on our revolving credit facility. The $455.1 million increase in cash provided by financing activities in 2019 compared to 2018 was primarily related to an incremental borrowing to fund our DNB Investment as well as fewer share repurchases.

Financing

For a description of our financing arrangements, see Note 12 to the Notes to Consolidated Financial Statements included in Item 8 of Part II of this Report, which is incorporated by reference into this Part II Item 7.

Contractual Obligations

Our long-term contractual obligations generally include our debt and related interest payments, data processing and maintenance commitments and operating and finance lease payments for our offices, data centers, property and equipment. These long-term contractual obligations extend through 2028.

As of December 31, 2020, our required annual payments relating to these contractual obligations were as follows (in millions):

	Total	Payments due by period 2021	2022-2023	2024-2025	Thereafter
Debt[1]	$ 2,213.7	$ 73.5	$ 1,140.2	$ —	$ 1,000.0
Interest on debt[2]	365.4	77.8	116.9	72.5	98.2
Data processing and maintenance commitments	91.1	47.3	43.4	0.4	—
Operating lease payments	45.6	13.6	15.8	8.9	7.3
Other[3]	3.9	1.7	2.2	—	—
Total	$ 2,719.7	$ 213.9	$ 1,318.5	$ 81.8	$ 1,105.5

(1) Includes finance lease obligations.

(2) These calculations include the effect of our interest rate swaps and assume that (a) applicable margins remain constant; (b) our term A loan and revolving credit facility variable rate debt is priced at the one-month LIBOR rate in effect as of December 31, 2020; (c) only mandatory debt repayments are made; and (d) no refinancing occurs at debt maturity.

(3) Other includes commitment fees on our revolving credit facility and rating agencies fees.

Share Repurchase Program

On January 31, 2017, our Board of Directors authorized a three-year share repurchase program, under which we could repurchase up to 10 million shares of Black Knight Financial Services, Inc. ("BKFS") Class A common stock through February 2, 2020, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. In connection with the Distribution, our Board of Directors approved a share repurchase program authorizing the repurchase of shares of BKI common stock consistent with the previous BKFS share repurchase program.

A summary of share repurchases for the periods covered in this report is as follows (in millions, except for per share amounts):

Year	Total number of shares repurchased	Aggregate purchase price	Average price paid per share	Shares remaining under repurchase authorization as of December 31,
2018	3.0	$ 141.5	$ 47.15	3.8
2019	0.2	11.9	$ 57.94	3.6
Total	3.2	$ 153.4	$ 47.84	

On February 12, 2020, our Board of Directors approved a three-year share repurchase program authorizing us to repurchase up to 10.0 million shares of our outstanding common stock through February 12, 2023, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. We did not make any repurchases under this program during the year ended December 31, 2020.

Indemnifications and Warranties

We often agree to indemnify our clients against damages and costs resulting from claims of patent, copyright, trademark infringement or breaches of confidentiality associated with use of our software through software licensing agreements. Historically, we have not made any payments under such indemnifications, but continue to monitor the conditions that are subject to the indemnifications to identify whether a loss has occurred that is both probable and estimable that would require recognition. In addition, we warrant to clients that our software operates substantially in accordance with the software specifications. Historically, no costs have been incurred related to software warranties and none are expected in the future, and as such, no accruals for warranty costs have been made.

Off-Balance Sheet Arrangements

We do not have any material off-balance sheet arrangements other than interest rate swaps.

Recent Accounting Pronouncements

See Note 2 to the Notes to Consolidated Financial Statements for a description of recent accounting pronouncements.

Item 7A. ***Quantitative and Qualitative Disclosure about Market Risk***

In the normal course of business, we are routinely subject to a variety of risks, as described in Item 1A. *Risk Factors* of Part I of this Report and in our other filings with the SEC.

The risks related to our business also include certain market risks that may affect our debt and other financial instruments. At present, we face the market risks primarily associated with interest rate movements on our outstanding debt.

Market Risk

We regularly assess market risks and have established policies and business practices designed to protect against the adverse effects of these exposures. We are exposed to market risks primarily from changes in interest rates. We use interest rate swaps to manage interest rate risk. We do not use interest rate swaps for trading purposes, to generate income or to engage in speculative activity.

Interest Rate Risk

In addition to existing cash balances and cash provided by operating activities, we use fixed and variable rate debt to finance our operations.

Our Senior Notes represent our fixed-rate long-term debt. Refer to Note 12 to the Notes to Consolidated Financial Statements. The carrying value of our Senior Notes was $988.1 million, net of original issue discount and debt issuance costs, as of December 31, 2020. The fair value of our Senior Notes was approximately $1,026.3 million as of December 31, 2020. The potential reduction in fair value of the Senior Notes from a hypothetical 10 percent increase in market interest rates would not be material to the overall fair value of debt.

We enter into interest rate swap agreements to hedge forecasted monthly interest rate payments on our variable rate debt. We are exposed to interest rate risk on our debt obligations and related interest rate swaps. As of December 31, 2020, we had $1,196.1 million in long-term debt principal outstanding from our 2018 Facilities, as described in Note 12 to the Notes to Consolidated Financial Statements, all of which is variable rate debt.

As of December 31, 2020, the 2018 Facilities represent our long-term debt obligations exposed to interest rate risk. We performed a sensitivity analysis based on the principal amount of debt as of December 31, 2020, as well as the effect of our interest rate swaps. Further, in this sensitivity analysis, the change in interest rates is assumed to be applicable for an entire year. An increase of 100 basis points in the applicable interest rate would cause an increase in interest expense of $12.0 million on an annual basis ($2.5 million including the effect of our current interest rate swaps). A decrease in the applicable rate to 0% would cause a decrease in interest expense of $1.6 million on an annual basis ($0.3 million including the effect of our current interest rate swaps) as the 1-week and 1-month LIBOR were approximately 0.10% and 0.15%, respectively, as of December 31, 2020.

As of December 31, 2020, we have the following interest rate swaps agreements (collectively, the "Swap Agreements") (in millions):

Effective dates	Notional amount		Fixed rates
March 31, 2017 through March 31, 2022	$	200.0	2.08%
September 29, 2017 through September 30, 2021	$	200.0	1.69%
April 30, 2018 through April 30, 2023	$	250.0	2.61%
January 31, 2019 through January 31, 2023	$	300.0	2.65%

Under the terms of the Swap Agreements, we receive payments based on the 1-month LIBOR rate (approximately 0.15% as of December 31, 2020).

The Swap Agreements are designated as cash flow hedging instruments. A portion of the amount included in Accumulated other comprehensive loss is reclassified into Interest expense, net as a yield adjustment as interest payments are made on the hedged debt. The inputs used to determine the estimated fair value of our interest rate swaps are Level 2 inputs. We considered our own credit risk and the credit risk of the counterparties when determining the fair value of our Swap Agreements.

Item 8. ***Financial Statements and Supplementary Data***

BLACK KNIGHT, INC. AND SUBSIDIARIES
INDEX TO FINANCIAL STATEMENTS

	Page Number
Report of Independent Registered Public Accounting Firm on Effectiveness of Internal Control over Financial Reporting	40
Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements	41
Consolidated Balance Sheets as of December 31, 2020 and 2019	44
Consolidated Statements of Earnings and Comprehensive Earnings for the years ended December 31, 2020, 2019 and 2018	45
Consolidated Statements of Equity for the years ended December 31, 2020, 2019 and 2018	46
Consolidated Statements of Cash Flows for the years ended December 31, 2020, 2019 and 2018	48
Notes to Consolidated Financial Statements	49

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Black Knight, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Black Knight, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2020 and 2019, the related consolidated statements of earnings and comprehensive earnings, equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements), and our report dated February 26, 2021 expressed an unqualified opinion on those consolidated financial statements.

The Company acquired Optimal Blue, LLC (Optimal Blue) during 2020, and management excluded from its assessment of the effectiveness of the Company’s internal control over financial reporting as of December 31, 2020, Optimal Blue’s internal control over financial reporting associated with total assets of 1.0% and total revenues of 3.0% included in the consolidated financial statements of the Company as of and for the year ended December 31, 2020. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of Optimal Blue.

Basis for Opinion

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, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. 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 of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company’s internal control over financial reporting is a process 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. 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 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 the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Jacksonville, Florida
February 26, 2021

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Black Knight, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Black Knight, Inc. and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of earnings and comprehensive earnings, equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 26, 2021 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Investment in Star Parent, L.P.

As discussed in Note 4 to the consolidated financial statements, the Company made an investment in Star

Parent, L.P., the ultimate parent of The Dun & Bradstreet Corporation, on February 8, 2019.

Acquisition of Optimal Blue, LLC

As discussed in Notes 2 and 3 to the consolidated financial statements, the Company acquired Optimal Blue, LLC (Optimal Blue) on September 15, 2020.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Assessment of revenue recognition for contracts with multiple performance obligations or modifications

As discussed in Notes 2 and 16 to the consolidated financial statements, the Company is often party to multiple concurrent contracts or contracts in which a customer may purchase a combination of products and services. For contracts with customers that contain various combinations of products and services, the Company must evaluate whether the promises within the contract are capable of being distinct and are distinct in the context of the contract. Distinct products or services are accounted for as separate performance obligations, while non-distinct products or services are combined with others to form a single performance obligation. Given the nature of the Company's product and service offerings, there is complexity in determining whether the promises are separate performance obligations or a combined performance obligation. Further, arrangements with customers may change to reflect new pricing and/or

scope of services. For contract modifications, the Company must assess the relevant facts and circumstances to determine if the contract should be accounted for as a separate contract, prospectively or through a cumulative catch-up adjustment. The identification of performance obligations, specifically for revenue contracts with professional services, as well as the determination as to whether a contract modification has occurred and the related accounting treatment, influence the amount and timing of revenue recognition.

We identified the assessment of revenue recognition for contracts with multiple performance obligations or modifications as a critical audit matter. Specifically, the critical audit matter related to the Company's identification of performance obligations for revenue contracts with professional services, the determination as to whether a contract modification occurred for certain contracts with customers and the resulting accounting treatment. This was due to the extensive audit effort and complex auditor judgment required to evaluate the Company's contracts in these circumstances.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process. This included controls over the Company's review of customer contracts for the identification of performance obligations, determination if a modification has occurred, and determination of the accounting treatment for contract modifications. For selected new and modified revenue arrangements, we assessed the Company's (1) identification of performance obligations, (2) identification of contract modifications, and (3) analysis of the accounting treatment for contract modifications, by evaluating the Company's analysis of the revenue arrangements as compared to the revenue recognition standard and the underlying contracts and/or statements of work. In addition, for a sample of professional services revenue transactions, we assessed the Company's identification of distinct and non-distinct performance obligations by evaluating the Company's analysis through comparison to contract source documents and correspondence or through involvement of information technology professionals in discussions with the Company's product and service technicians.

Evaluation of the acquisition-date fair value of the client relationship intangible assets and computer software assets acquired in the Optimal Blue transaction

As discussed in Notes 2 and 3 to the consolidated financial statements, on September 15, 2020, the Company acquired Optimal Blue in a business combination. As a result of the transaction, the Company acquired client relationship intangible assets associated with the generation of future income from Optimal Blue's existing clients and computer software assets associated with Optimal Blue's technology applications. The acquisition-date fair value for the client relationship intangible assets and computer software assets was $602.5 million and $79.7 million, respectively.

We identified the evaluation of the acquisition-date fair value of the client relationship intangible assets and computer software assets acquired in the Optimal Blue transaction as a critical audit matter. There was a high degree of subjectivity in evaluating the discounted cash flow models used to determine the acquisition-date fair value of the client relationship intangible assets and computer software assets. The discounted cash flow models included certain internally-developed assumptions for which there was limited observable market information, and the fair value of such assets are sensitive to changes. The internally-developed assumptions for client relationship intangible assets that were more sensitive to changes included 1) forecasted revenues attributable to client contracts, 2) estimated annual attrition, and 3) weighted-average cost of capital (WACC), including estimated discount rates. For computer software assets, the internally-developed assumptions that were more sensitive to changes included 1) forecasted revenues attributable to software assets and 2) estimated royalty rate.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's acquisition-date valuation process, including controls over the development of the above assumptions. We compared the Company's estimates of:

- forecasted revenue attributable to client relationship intangible assets and computer software assets to Optimal Blue's historical actual results and to the Company's peers,
- forecasted annual attrition to Optimal Blue's historical client attrition data and industry data, and
- royalty rate to third-party royalty rates of similar computer software licenses.

We assessed the assumptions for comparison to those of a market participant, including consideration of recent similar market transactions. In addition, we involved valuation professionals with specialized skills and knowledge, who assisted in:

- evaluating the Company's determined WACC by comparing it to the WACCs of the Company's peers,
- evaluating the Company's discount rates, by comparing them against a discount rate that was independently developed using publicly available market data for comparable entities,

- evaluating the Company’s selected royalty rate, by comparing it against a royalty rate range that was independently developed using publicly available market data for comparable licensing activities, and
- testing the Company’s model utilized to estimate the fair value of the client relationship intangible assets and computer software assets.

/s/ KPMG LLP

We have served as the Company’s auditor since 2007.

Jacksonville, Florida
February 26, 2021

BLACK KNIGHT, INC.
Consolidated Balance Sheets
(In millions, except share data)

	December 31,	
	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 34.7	$ 15.4
Trade receivables, net	182.2	175.1
Prepaid expenses and other current assets	70.4	64.8
Receivables from related parties	—	0.2
Total current assets	287.3	255.5
Property and equipment, net	163.1	176.9
Computer software, net	498.3	406.0
Other intangible assets, net	692.3	150.0
Goodwill	3,613.4	2,361.4
Investments in unconsolidated affiliates	470.5	294.9
Deferred contract costs, net	172.3	159.3
Other non-current assets	193.3	158.8
Total assets	$ 6,090.5	$ 3,962.8
LIABILITIES AND EQUITY		
Current liabilities:		
Trade accounts payable and other accrued liabilities	$ 88.1	$ 65.3
Accrued compensation and benefits	79.3	65.5
Current portion of debt	73.0	79.1
Deferred revenues	50.9	50.9
Total current liabilities	291.3	260.8
Deferred revenues	92.7	98.0
Deferred income taxes	284.0	185.3
Long-term debt, net of current portion	2,121.9	1,465.1
Other non-current liabilities	94.9	55.1
Total liabilities	2,884.8	2,064.3
Commitments and contingencies (Note 14)		
Redeemable noncontrolling interests	578.0	—
Equity:		
Common stock; $0.0001 par value; 550,000,000 shares authorized; 160,085,413 shares issued and 157,014,712 shares outstanding as of December 31, 2020, and 153,062,920 shares issued and 149,697,754 shares outstanding as of December 31, 2019	—	—
Preferred stock; $0.0001 par value; 25,000,000 shares authorized; issued and outstanding, none as of December 31, 2020 and 2019	—	—
Additional paid-in capital	2,053.7	1,586.8
Retained earnings	757.4	490.6
Accumulated other comprehensive loss	(38.8)	(20.2)
Treasury stock, at cost, 3,070,701 shares as of December 31, 2020 and 3,365,166 shares as of December 31, 2019	(144.6)	(158.7)
Total shareholders' equity	2,627.7	1,898.5
Total liabilities, redeemable noncontrolling interests and shareholders' equity	$ 6,090.5	$ 3,962.8

See Notes to Consolidated Financial Statements.

BLACK KNIGHT, INC.
Consolidated Statements of Earnings and Comprehensive Earnings
(In millions, except per share data)

	Year ended December 31,		
	2020	2019	2018
Revenues	$ 1,238.5	$ 1,177.2	$ 1,114.0
Expenses:			
Operating expenses	669.6	646.0	625.4
Depreciation and amortization	270.7	236.2	217.0
Transition and integration costs	31.4	5.4	6.6
Total expenses	971.7	887.6	849.0
Operating income	266.8	289.6	265.0
Other income and expense:			
Interest expense, net	(62.9)	(63.5)	(51.7)
Other income (expense), net	16.4	(1.4)	(7.1)
Total other expense, net	(46.5)	(64.9)	(58.8)
Earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	220.3	224.7	206.2
Income tax expense	41.6	41.9	37.7
Earnings before equity in earnings (losses) of unconsolidated affiliates	178.7	182.8	168.5
Equity in earnings (losses) of unconsolidated affiliates, net of tax	67.1	(74.0)	—
Net earnings	245.8	108.8	168.5
Net losses attributable to redeemable noncontrolling interests	18.3	—	—
Net earnings attributable to Black Knight	$ 264.1	$ 108.8	$ 168.5
Other comprehensive (loss) earnings:			
Unrealized holding losses, net of tax[(1)]	(23.9)	(18.0)	(0.7)
Reclassification adjustments for losses (gains) included in net earnings, net of tax[(2)]	12.2	—	(2.7)
Total unrealized losses on interest rate swaps, net of tax	(11.7)	(18.0)	(3.4)
Foreign currency translation adjustment, net of tax[(3)]	(0.1)	(0.1)	(0.2)
Unrealized losses on investments in unconsolidated affiliates[(4)]	(6.8)	(3.4)	—
Other comprehensive loss	(18.6)	(21.5)	(3.6)
Comprehensive earnings	227.2	87.3	164.9
Net losses attributable to redeemable noncontrolling interests	18.3	—	—
Comprehensive earnings attributable to Black Knight	$ 245.5	$ 87.3	$ 164.9
Net earnings per share attributable to Black Knight common shareholders:			
Basic	$ 1.74	$ 0.74	$ 1.14
Diluted	$ 1.73	$ 0.73	$ 1.14
Weighted average shares of common stock outstanding (see Note 5):			
Basic	152.0	147.7	147.6
Diluted	152.9	148.6	148.2

(1) Net of income tax benefit of $8.1 million, $6.1 million and $0.2 million for the years ended December 31, 2020, 2019 and 2018, respectively.

(2) Amounts reclassified to net earnings relate to losses (gains) on interest rate swaps and are included in Interest expense, net above. Amounts are net of income tax expense of $4.1 million for the year ended December 31, 2020 and income tax benefit of $1.0 million for the year ended December 31, 2018.

(3) Net of income tax benefit of less than $0.1 million for the years ended December 31, 2020 and 2019 and income tax benefit of $0.1 million for the year ended December 31, 2018.

(4) Net of income tax benefit of $2.3 million and $1.1 million for the years ended December 31, 2020 and 2019, respectively.

See Notes to Consolidated Financial Statements.

BLACK KNIGHT, INC.
Consolidated Statements of Equity
(In millions)

	Common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive earnings (loss)	Treasury stock		Total equity
	Shares	$				Shares	$	
Balance, December 31, 2017	153.4	$ —	$ 1,593.6	$ 201.4	$ 3.9	2.0	$ (90.1)	$ 1,708.8
Cumulative effect of ASC 606 adoption	—	—	—	11.2	—	—	—	11.2
Adjusted balance, January 1, 2018	153.4	—	1,593.6	212.6	3.9	2.0	(90.1)	1,720.0
Grant of restricted shares of common stock	—	—	(52.2)	—	—	(1.1)	52.2	—
Forfeitures of restricted shares of common stock	—	—	0.6	—	—	—	(0.6)	—
Tax withholding payments for restricted share vesting	(0.2)	—	(9.4)	—	—	—	—	(9.4)
Vesting of restricted shares granted from treasury stock	—	—	0.7	—	—	—	(0.7)	—
Purchases of treasury stock	—	—	—	—	—	3.0	(141.5)	(141.5)
Equity-based compensation expense	—	—	50.7	—	—	—	—	50.7
Net earnings	—	—	—	168.5	—	—	—	168.5
Foreign currency translation adjustment	—	—	—	—	(0.2)	—	—	(0.2)
Unrealized losses on interest rate swaps, net	—	—	—	—	(3.4)	—	—	(3.4)
Receipt from finalization of tax distribution	—	—	1.8	—	—	—	—	1.8
Balance, December 31, 2018	153.2	—	1,585.8	381.1	0.3	3.9	(180.7)	1,786.5
Effect of ASU 2018-02 adoption (Note 2)	—	—	—	(1.0)	1.0	—	—	—
Adjusted balance, January 1, 2019	153.2	—	1,585.8	380.1	1.3	3.9	(180.7)	1,786.5
Grant of restricted shares of common stock	—	—	(43.7)	—	—	(0.9)	43.7	—
Forfeitures of restricted shares of common stock	—	—	3.1	—	—	0.1	(3.1)	—
Tax withholding payments for restricted share vesting	(0.1)	—	(15.9)	—	—	—	—	(15.9)
Vesting of restricted shares granted from treasury stock	—	—	6.7	—	—	0.1	(6.7)	—
Purchases of treasury stock	—	—	—	—	—	0.2	(11.9)	(11.9)
Equity-based compensation expense	—	—	50.8	—	—	—	—	50.8
Net earnings	—	—	—	108.8	—	—	—	108.8
Foreign currency translation adjustment	—	—	—	—	(0.1)	—	—	(0.1)
Equity-based compensation expense of unconsolidated affiliates	—	—	—	1.7	—	—	—	1.7
Unrealized losses on interest rate swaps, net	—	—	—	—	(18.0)	—	—	(18.0)
Other comprehensive loss on investments in unconsolidated affiliates	—	—	—	—	(3.4)	—	—	(3.4)
Balance, December 31, 2019	153.1	$ —	$ 1,586.8	$ 490.6	$ (20.2)	3.4	$ (158.7)	$ 1,898.5

BLACK KNIGHT, INC.
Consolidated Statements of Equity - (Continued)
(In millions)

	Common stock					Treasury stock			
	Shares	$	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Shares	$	Total shareholders' equity	Redeemable noncontrolling interests
Balance, December 31, 2019	153.1	$ —	$ 1,586.8	$ 490.6	$ (20.2)	3.4	$ (158.7)	$ 1,898.5	$ —
Effect of ASU 2016-13 adoption (Note 2)	—	—	—	(1.1)	—	—	—	(1.1)	—
Adjusted balance at January 1, 2020	153.1	—	1,586.8	489.5	(20.2)	3.4	(158.7)	1,897.4	—
Issuance of common stock, net of underwriters' discount and issuance costs	7.1	—	484.2	—	—	—	—	484.2	—
Grant of restricted shares of common stock	—	—	(24.9)	—	—	(0.5)	24.9	—	—
Forfeitures of restricted shares of common stock	—	—	0.6	—	—	—	(0.6)	—	—
Tax withholding payments for restricted share vesting	(0.1)	—	(22.4)	—	—	—	—	(22.4)	—
Vesting of restricted shares granted from treasury stock	—	—	10.2	—	—	0.2	(10.2)	—	—
Equity-based compensation expense	—	—	39.4	—	—	—	—	39.4	—
Contributions received for redeemable noncontrolling interests in Optimal Blue Holdco, LLC	—	—	—	—	—	—	—	—	578.0
Fair value adjustment to redeemable noncontrolling interests	—	—	(18.3)	—	—	—	—	(18.3)	18.3
Deferred income taxes recognized related to the contribution of Compass Analytics to Optimal Blue Holdco, LLC	—	—	(1.9)	—	—	—	—	(1.9)	—
Net earnings (loss)	—	—	—	264.1	—	—	—	264.1	(18.3)
Equity-based compensation expense of unconsolidated affiliates	—	—	—	3.8	—	—	—	3.8	—
Foreign currency translation adjustment	—	—	—	—	(0.1)	—	—	(0.1)	—
Unrealized losses on interest rate swaps, net	—	—	—	—	(11.7)	—	—	(11.7)	—
Other comprehensive loss on investments in unconsolidated affiliates	—	—	—	—	(6.8)	—	—	(6.8)	—
Balance, December 31, 2020	160.1	$ —	$ 2,053.7	$ 757.4	$ (38.8)	3.1	$ (144.6)	$ 2,627.7	$ 578.0

See Notes to Consolidated Financial Statements.

BLACK KNIGHT, INC.
Consolidated Statements of Cash Flows
(In millions)

	Year ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
Net earnings	$ 245.8	$ 108.8	$ 168.5
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	270.7	236.2	217.0
Amortization of debt issuance costs and original issue discount	3.4	2.9	3.1
Loss on extinguishment of debt, net	—	—	5.8
Deferred income taxes, net	(20.6)	(3.7)	(7.5)
Equity in (earnings) losses on unconsolidated affiliates, net of tax	(67.1)	74.0	—
Equity-based compensation	39.4	50.8	50.9
Changes in assets and liabilities, net of acquired assets and liabilities:			
Trade and other receivables, including receivables from related parties	7.5	7.4	44.5
Prepaid expenses and other assets	(3.2)	(0.9)	(41.5)
Deferred contract costs	(46.9)	(40.9)	(44.8)
Deferred revenues	(20.7)	(15.6)	(6.4)
Trade accounts payable and other liabilities	7.1	(40.7)	45.9
Net cash provided by operating activities	415.4	378.3	435.5
Cash flows from investing activities:			
Additions to property and equipment	(23.9)	(22.4)	(30.0)
Additions to computer software	(89.3)	(81.5)	(73.1)
Business acquisitions, net of cash acquired	(1,869.4)	(52.8)	(43.4)
Investments in unconsolidated affiliate	(100.0)	(392.6)	—
Proceeds from sale of investment in unconsolidated affiliate	8.4	—	—
Asset acquisition	(15.0)	—	—
Other investing activities	—	(1.7)	2.4
Net cash used in investing activities	(2,089.2)	(551.0)	(144.1)
Cash flows from financing activities:			
Net proceeds from issuance of common stock, before offering expenses	484.6	—	—
Costs directly associated with issuance of common stock	(0.4)	—	—
Issuance of senior unsecured notes, net of original issue discount	990.0	—	—
Revolver borrowings	600.6	876.0	676.9
Revolver payments	(862.9)	(648.5)	(649.4)
Term loan borrowings	—	—	258.6
Term loan payments	(54.7)	(31.3)	(418.5)
Contributions received for redeemable noncontrolling interests	578.0	—	—
Purchases of treasury stock	—	(11.9)	(141.5)
Receipt from finalization of tax distribution	—	—	1.8
Finance lease payments	(13.0)	—	—
Tax withholding payments for restricted share vesting	(22.4)	(15.9)	(9.4)
Debt issuance costs	(2.4)	—	(5.8)
Other financing activities	(4.3)	(0.6)	—
Net cash provided by (used in) financing activities	1,693.1	167.8	(287.3)
Net increase (decrease) in cash and cash equivalents	19.3	(4.9)	4.1
Cash and cash equivalents, beginning of period	15.4	20.3	16.2
Cash and cash equivalents, end of period	$ 34.7	$ 15.4	$ 20.3
Supplemental cash flow information:			
Interest paid, net	$ (46.8)	$ (59.9)	$ (48.0)
Income taxes paid, net	$ (52.5)	$ (51.6)	$ (32.8)

See Notes to Consolidated Financial Statements.

Except as otherwise indicated or unless the context otherwise requires, all references to "Black Knight," the "Company," "we," "us" or "our" are to Black Knight, Inc., a Delaware corporation ("BKI"), and its subsidiaries.

(1) Basis of Presentation

The accompanying audited consolidated financial statements were prepared in accordance with U.S. generally accepted accounting principles ("GAAP"), and all adjustments considered necessary for a fair presentation have been included. All significant intercompany accounts and transactions have been eliminated.

Description of Business

We are a leading provider of integrated software, data and analytics solutions to the mortgage and consumer loan, real estate and capital markets verticals. Our solutions facilitate and automate many of the mission-critical business processes across the homeownership lifecycle. We are committed to being a premier business partner that clients rely on to achieve their strategic goals, realize greater success and better serve their customers by delivering best-in-class software, services and insights with a relentless commitment to excellence, innovation, integrity and leadership.

Reporting Segments

We conduct our operations through two reporting segments, (1) Software Solutions and (2) Data and Analytics. See further discussion in Note 21 — *Segment Information*.

(2) Significant Accounting Policies

The following describes our significant accounting policies that have been followed in preparing the accompanying consolidated financial statements.

Principles of Consolidation

The consolidated financial statements include the accounts of BKI, its wholly-owned subsidiaries and non-wholly owned subsidiaries in which we have a controlling financial interest either through voting rights or means other than voting rights. Intercompany transactions and balances have been eliminated in consolidation. Where our ownership interest in a consolidated subsidiary is less than 100%, the noncontrolling interests' share of these non-wholly owned subsidiaries is reported in our consolidated balance sheets as a separate component of equity or within temporary equity. The noncontrolling interests' share of the net earnings (loss) of these non-wholly owned subsidiaries is reported in our Consolidated Statements of Earnings and Comprehensive Earnings as an adjustment to our net earnings to arrive at Net earnings attributable to Black Knight.

We consolidate variable interest entities ("VIEs") if we are considered the primary beneficiary because we have (a) the power to direct matters that most significantly impact the VIEs economic performance and (b) the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE. For VIEs where we are not the primary beneficiary, we use the equity method of accounting to report their results. The determination of the primary beneficiary involves judgment. Refer to the "Investments in Unconsolidated Affiliates" section below for additional information related to our equity method investments.

Optimal Blue Holdco, LLC ("Optimal Blue Holdco"), a non-wholly owned subsidiary, is considered a VIE. We are the primary beneficiary of Optimal Blue Holdco through our controlling interest and our rights established in the Amended and Restated Limited Liability Company Agreement of Optimal Blue Holdco dated September 15, 2020 (the "OB Holdco LLC Agreement"). The OB Holdco LLC Agreement was amended on November 24, 2020 to reflect the issuance of Class B units ("OB PIUs"), but this amendment did not affect the controlling interest and our rights established in the OB Holdco LLC Agreement. As such, we control Optimal Blue Holdco and its subsidiaries and consolidate its financial position and results of operations. Intercompany transactions between us and Optimal Blue Holdco and its subsidiaries are eliminated in consolidation. Refer to the "Redeemable Noncontrolling Interests" section below and Note 3 — *Business Acquisitions* for additional information.

Management Estimates

The preparation of these consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from our estimates.

Cash and Cash Equivalents

Highly liquid instruments purchased with original maturities of three months or less are considered cash equivalents. Cash equivalents are invested with high credit quality financial institutions and consist of short-term investments, such as demand deposit accounts, money market accounts, money market funds and time deposits. The carrying amounts of these instruments reported in the Consolidated Balance Sheets approximate their fair value because of their immediate or short-term maturities.

Cash and cash equivalents are unrestricted and include the following (in millions):

	December 31,	
	2020	2019
Cash	$ 27.1	$ 8.2
Cash equivalents	7.6	7.2
Cash and cash equivalents	$ 34.7	$ 15.4

Trade Receivables, Net

The carrying amounts reported in the Consolidated Balance Sheets for Trade receivables, net approximate their fair value because of their short-term nature.

A summary of Trade receivables, net of allowance for credit losses is as follows (in millions):

	December 31,	
	2020	2019
Trade receivables — billed	$ 136.4	$ 136.6
Trade receivables — unbilled	47.9	39.8
Trade receivables	184.3	176.4
Allowance for credit losses	(2.1)	(1.3)
Trade receivables, net	$ 182.2	$ 175.1

In addition to the amounts above, we have unbilled receivables that we do not expect to collect within the next year included in Other non-current assets in our Consolidated Balance Sheets. Billings for these receivables are based on contractual terms. Refer to Note 11 — *Other Non-Current Assets.*

Allowance for Credit Losses

We record our billed and unbilled trade receivables and contract assets at their amortized cost less an allowance for estimated credit losses that are not expected to be recovered over the assets' remaining lifetime based on management's expectation of collectability. We base our estimate on multiple factors including historical experience with bad debts, our relationship with our clients and their credit quality, the aging of respective asset balances, current macroeconomic conditions and management's expectations of conditions in the future. Our allowance for expected credit losses is based on management's assessment of the collectability of assets with similar risk characteristics. We pool our respective asset balances based on risk characteristics primarily related to financial asset type, extent of client relationship, product/solution, business division and delinquency status.

Subsequent changes in the allowance are recorded in Operating expenses. We write off trade receivables in the period when the likelihood of collection of a trade receivable balance is considered remote.

The rollforward of allowance for credit losses for Trace Receivables, net is as follows (in millions):

	Year ended December 31,		
	2020	2019	2018
Beginning balance	$ (1.3)	$ (1.3)	$ (1.9)
Effect of ASU 2016-13 adoption[1]	(0.5)	—	—
Bad debt expense	(1.2)	(1.6)	(0.6)
Write-offs, net of recoveries	0.9	1.6	1.2
Ending balance	$ (2.1)	$ (1.3)	$ (1.3)

(1) On January 1, 2020, we adopted ASU 2016-13, *Financial Instruments — Credit Losses*, as well as several other related updates. Refer to section "Recent Accounting Pronouncements" below for details.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following (in millions):

	December 31,	
	2020	2019
Prepaid expenses	$ 39.7	$ 37.1
Contract assets, net	20.9	19.5
Other current assets	9.8	8.2
Prepaid expenses and other current assets	$ 70.4	$ 64.8

Contract Assets

A contract asset represents our expectation of receiving consideration in exchange for products or services that we have transferred to our client. Contract assets and liabilities, or deferred revenues, are determined and presented on a net basis at the contract level since the rights and obligations in a contract with a client are interdependent. In contrast, a receivable is our right to consideration that is unconditional except for the passage of time required before payment of that consideration is due. The difference in timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables, contract assets and deferred revenues from client advances and deposits. We account for receivables in accordance with Accounting Standards Codification ("ASC") Topic 310, *Receivables*, and assess both contract assets and receivables for impairment in accordance with the guidance. There were no impairment charges related to contract assets for the years presented.

Our short-term contract assets are included in Prepaid expenses and other current assets in our Consolidated Balance Sheets. Our long-term contract assets are included in Other non-current assets in our Consolidated Balance Sheets. Refer to Note 11 — *Other Non-Current Assets*.

Property and Equipment, Net

Property and equipment, net is recorded at cost, less accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method based on the following estimated useful lives of the related assets: 30 years for buildings and 3 to 7 years for furniture, fixtures and computer equipment. Leasehold improvements are amortized using the straight-line method over the lesser of the initial term of the respective lease or the estimated useful life of such asset.

Computer Software, Net

Computer software, net includes internally developed software, purchased software, software acquired in business combinations and asset acquisitions, less accumulated amortization. Software acquired in business combinations is recorded at its fair value and amortized using the straight-line method over its remaining estimated useful life, ranging from 3 to 10 years. Purchased software is recorded at cost and amortized using the straight-line method over its estimated useful life, ranging from 3 to 7 years.

Internal development costs are accounted for in accordance with ASC Topic 985, *Software*, Subtopic 20, *Costs of Software to Be Sold, Leased, or Marketed*, or ASC Topic 350, *Intangibles - Goodwill and Other*, Subtopic 40, *Internal-Use Software*. Judgment is required in determining the classification of our development costs under these two topics, especially for

development of new software products in which marketing strategies may still be in development. We may rely on past practice in cases where that provides the best evidence.

For computer software products to be sold, leased or marketed, all costs incurred to establish technological feasibility are research and development costs and are expensed as they are incurred. Costs incurred subsequent to establishing technological feasibility, such as programmers' salaries, related payroll costs and costs of independent contractors, are capitalized and amortized on a product-by-product basis commencing on the date of general release to clients. We do not capitalize any costs once the product is available for general release to clients. Judgment is required in determining when technological feasibility of a product is established. The timing of when various research and development projects become technologically feasible or ready for release can cause fluctuations in the amount of research and development costs that are expensed or capitalized in any given period. Generally, we amortize capitalized costs on a straight-line basis. However, we use an accelerated amortization method equal to the ratio of revenues generated by the software solution in the current year as a percentage of the estimated current and future revenues over its estimated useful life if that ratio is greater than the percentage to be amortized using the straight-line method. The estimated remaining software life generally ranges from 5 to 10 years.

For internal-use computer software products, internal and external costs incurred during the preliminary project stage are expensed as they are incurred. Internal and external costs incurred during the application development stage are capitalized and amortized commencing on the date the product is ready for its intended use. We do not capitalize any costs once the software is ready for its intended use. Amortization expense is recorded using the straight-line method over the software's estimated useful life, generally ranging from 5 to 7 years.

We also assess the recorded value for impairment on a regular basis by comparing the carrying value to the estimated future cash flows to be generated by the underlying software asset.

Other Intangible Assets, Net

Other intangible assets, net consist primarily of client relationships that are recorded in connection with acquisitions at their fair value based on the results of a valuation analysis, less accumulated amortization. Intangible assets, other than those with indefinite lives, are amortized over their estimated useful lives ranging from 3 to 10 years from the acquisition date using either a straight-line or accelerated method. Client relationships are amortized using an accelerated method that takes into consideration expected client attrition rates over a period of up to 10 years from the acquisition date.

Our property records database, which is an intangible asset not subject to amortization, is included in Other non-current assets in our Consolidated Balance Sheets. Refer to Note 11 — *Other Non-Current Assets*.

Impairment Testing

Long-lived assets, including property and equipment, computer software and other intangible assets with definite useful lives are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. We did not have any events or circumstances indicating impairment of our long-lived assets for the years presented.

Goodwill

Goodwill represents the excess of cost over the fair value of identifiable assets acquired and liabilities assumed in business combinations. Goodwill is not amortized and is tested for impairment annually, or more frequently if circumstances indicate potential impairment, through a comparison of fair value to the carrying amount. Goodwill is tested for impairment at the reporting unit level. In evaluating the recoverability of goodwill, we consider the amount of excess fair value over the carrying value of each reporting unit, the period of time since a reporting unit's last quantitative test, and other factors to determine whether or not to first perform a qualitative test. When performing an annual goodwill impairment analysis based on a review of qualitative factors, we evaluate if events and circumstances exist that lead to a determination that the fair value of each reporting unit is more likely than not greater than its carrying amount. If we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying value, we perform a quantitative impairment test. The quantitative test includes determining the fair value of a reporting unit based on a weighted average of multiple valuation methods, primarily a combination of an income approach and a market approach, which are Level 3 and Level 2 inputs, respectively. The income approach includes the present value of estimated future cash flows, while the market approach uses earnings multiples of similar guideline public companies. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not impaired

and further testing is not required. We did not have any events or circumstances indicating impairment of our goodwill during the years presented.

Investments in Unconsolidated Affiliates

Investments in entities that we have the ability to exercise significant influence over, but not control, are accounted for using the equity method of accounting. Under the equity method of accounting, investments are recorded at the initial cost and are adjusted for subsequent additional investments and our share of earnings or losses and distributions. We record our share of equity-based compensation expense of unconsolidated affiliates as an adjustment to our investment with a related adjustment to our equity.

Star Parent, L.P. ("Star Parent"), a former non-wholly owned subsidiary (and former parent of Dun & Bradstreet Holdings, Inc. ("DNB")), was considered a VIE. For the 2019 and 2020 periods in which we had a minority interest in Star Parent, we were a limited partner and did not have the power to direct the activities that most significantly affected Star Parent's economic performance. We did not provide any implicit or explicit liquidity guarantees or principal value guarantees to Star Parent. For these reasons, we were not the primary beneficiary and accounted for our investment using the equity method of accounting. Our investment in Star Parent was recorded within Investments in unconsolidated affiliates on our Consolidated Balance Sheets, and related earnings and losses were recorded in Equity in earnings (losses) of unconsolidated affiliates, net of tax in our Consolidated Statements of Earnings and Comprehensive Earnings.

On July 6, 2020, our investment in Star Parent was exchanged for an investment in DNB in conjunction with their initial public offering ("DNB IPO"). We own less than 20% of DNB but are considered to have the ability to exercise significant influence, but not control, primarily through a combination of our investment in DNB, an agreement with certain other DNB investors pursuant to which we agreed to collectively vote together on matters related to the election of DNB directors for a period of three years following the DNB IPO and our shared Chief Executive Officer. For these reasons, we account for our investment using the equity method of accounting. Our investment in DNB is recorded within Investments in unconsolidated affiliates on our Consolidated Balance Sheets, and related earnings and losses are recorded in Equity in earnings (losses) of unconsolidated affiliates, net of tax in our Consolidated Statements of Earnings and Comprehensive Earnings. Refer to Note 4 – *Investments in Unconsolidated Affiliates* for additional information.

Deferred Contract Costs, Net

We capitalize incremental contract acquisition costs that relate directly to an existing contract or a specific anticipated contract, and are expected to be recovered. Costs that would have been incurred regardless of whether the contract was obtained are expensed as incurred. As a practical expedient, we expense incremental costs of obtaining a contract if the amortization period of the asset would be one year or less.

We also consider whether to capitalize costs to fulfill a contract that may be incurred before we commence performance on an obligation. These costs represent incremental, recoverable external costs and certain internal costs that are directly related to the contract and are primarily associated with costs of resources involved in installation of systems, processes and data conversion.

Deferred contract costs are amortized on a systematic basis consistent with the transfer to the client of the solutions or services to which the asset relates. We consider the explicit term of the contract with the client, expected renewals and the rate of change related to our solutions in determining the amortization period, which ranges from 5 to 10 years.

In the event indications exist that a deferred contract cost asset related to a particular contract may not be recoverable, undiscounted estimated cash flows of the total period over which economic benefits for providing the related products or services are expected to be received are projected and compared to the unamortized deferred contract cost balance. If the projected cash flows and any unrecognized revenues are not adequate to recover the unamortized cost, an impairment charge would be recorded to reduce the carrying amount to the contract's net realizable value, including any termination fees provided for under the contract, in the period such a determination is made.

Amortization expense for deferred contract costs is included in Depreciation and amortization in our Consolidated Statements of Earnings and Comprehensive Earnings. Refer to the "Depreciation and Amortization" section below.

Leases

We determine if an arrangement is a lease at contract inception. Right-of-use assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments according to the arrangement. Operating and finance lease right-of-use assets and lease liabilities are recognized as of the commencement date based on the present value of the lease payments over the lease term. We use the implicit rate when it is readily determinable. Otherwise, we

use our incremental borrowing rate based on the information available as of the commencement date in determining the present value of lease payments. The lease term we use for the valuation of our right-of-use assets and lease liabilities may include options to extend or terminate the lease when it is reasonably certain that we will exercise those options. Lease expense is recognized on a straight-line basis over the expected lease term. From time to time, we may abandon one or more of our leased assets. Upon abandonment, we accelerate the amortization of right-of-use assets within lease expense.

Right-of-use assets and lease liabilities are recognized for our leases. Right-of-use assets for our operating leases are included in Other non-current assets in our Consolidated Balance Sheets. Refer to Note 11 — *Other Non-Current Assets*. Right-of-use assets for our finance leases are included in Property and equipment, net in our Consolidated Balance Sheets. Refer to Note 7 — *Property and Equipment*. For discussion of our operating and finance lease liabilities refer to Note 12 — *Long-Term Debt* and Note 15 — *Leases*.

Trade Accounts Payable and Other Accrued Liabilities

The carrying amount reported in the Consolidated Balance Sheets for Trade accounts payable and other accrued liabilities approximates fair value because of their short-term nature.

Trade accounts payable and other accrued liabilities consist of the following (in millions):

	December 31,	
	2020	**2019**
Income taxes payable	$ 13.6	$ 5.5
Lease liabilities, current	13.5	12.3
Accrued interest	12.8	0.2
Other taxes payable and accrued	10.7	6.6
Trade accounts payable	8.9	13.0
Other	28.6	27.7
Trade accounts payable and accrued liabilities	$ 88.1	$ 65.3

Deferred Revenues

Deferred revenues, or contract liabilities, represent our obligation to transfer products or services to our client for which we have received consideration, or an amount of consideration is due, from the client. During the years ended December 31, 2020, 2019 and 2018, revenues recognized related to the amount included in the Deferred revenues balance at the beginning of each year were $49.5 million, $55.9 million and $51.7 million, respectively.

Deferred Compensation Plan

Certain management-level employees of Black Knight are participants in the Black Knight Deferred Compensation Plan. Participant benefits are provided by a funded rabbi trust. The compensation withheld from the participants, together with investment income, is recorded as a deferred compensation obligation to participants. The assets of the funded rabbi trust are included in Other non-current assets in our Consolidated Balance Sheets. Refer to Note 11 — *Other Non-Current Assets*. As of December 31, 2020 and 2019, $19.3 million and $14.6 million, respectively, of the related liability is included in Other non-current liabilities on the Consolidated Balance Sheets. As of each December 31, 2020 and 2019, $0.9 million of the related liability is included in Trade accounts payable and other accrued liabilities on the Consolidated Balance Sheets.

Loss Contingencies

ASC Topic 450, *Contingencies,* requires that we accrue for loss contingencies associated with outstanding litigation, claims and assessments, as well as unasserted claims for which management has determined it is probable that a loss contingency exists and the amount of loss can be reasonably estimated. Refer to Note 14 — *Commitments and Contingencies*. Legal fees are expensed as incurred.

Redeemable Noncontrolling Interests

Redeemable noncontrolling interests represent the collective 40% equity interest in Optimal Blue Holdco owned by Cannae Holdings, LLC ("Cannae") and affiliates of Thomas H. Lee Partners, L.P. ("THL"). We have call rights on THL's and Cannae's equity interests in Optimal Blue Holdco that are exercisable beginning September 15, 2023 at a call price equal to the greater of (i) the fair market value of such interests and (ii) an amount that would result in the multiple of THL's or Cannae's return on investment to equal 2.0, as applicable. In addition, THL and Cannae have the right to put their respective interests in Optimal Blue Holdco at a price equal to the fair market value of such interests to (i) Optimal Blue Holdco if there is a change of control of Black Knight or (ii) Optimal Blue Holdco, Black Knight Technologies ("BKT") or Black Knight that are exercisable beginning September 15, 2023. We have the option to satisfy the purchase price in connection with the exercise of any put or call right either in cash or Black Knight common stock other than a put in connection with a change of control of Black Knight, in which case the purchase price is payable only in cash. The equity interests will be settled at the current fair market value, at the time we either provide notice of the call election or receive notice of the put election, as determined by the parties or by a third party appraisal under the terms of OB Holdco LLC Agreement.

As these redeemable noncontrolling interests provide for redemption features not solely within our control, they are presented on our Consolidated Balance Sheets outside of shareholders' equity. We recognize any changes in the redemption price related to these redeemable noncontrolling interests as they occur through Additional paid-in capital.

Treasury Shares

Shares held in treasury are at cost. We charge the cost in excess of par value to Retained earnings when we cancel or retire treasury shares.

Revenues

We recognize revenues primarily relating to software and hosting solutions, professional services and data solutions. We are often party to multiple concurrent contracts or contracts that combine multiple solutions and services. These situations require judgment to determine if multiple contracts should be combined and accounted for as a single arrangement. In making this determination, we consider (i) the economics of each individual contract and whether or not it was negotiated on a standalone basis and (ii) if multiple promises represent a single performance obligation. Many times these arrangements include offerings from more than one segment to the same client.

At contract inception, we assess the performance obligations, or deliverables, we have agreed to provide in the contract and determine if they are individually distinct or if they should be combined with other performance obligations. We combine performance obligations when an individual performance obligation does not have standalone value to our client. For example, we typically combine the delivery of complex, proprietary implementation-related professional services with the delivery of the related software solution.

Contract modifications require judgment to determine if the modification should be accounted for as (i) a separate contract, (ii) the termination of the original contract and creation of a new contract or (iii) a cumulative catch-up adjustment to the original contract. When evaluating contract modifications, we must identify the performance obligations of the modified contract and determine both the allocation of revenues to the remaining performance obligations and the period of recognition for each identified performance obligation.

We include any fixed consideration within our contracts as part of the total transaction price. Generally, we include an estimate of the variable amount within the total transaction price and update our assumptions over the duration of the contract. We do not include taxes collected from clients and remitted to governmental authorities. The transaction price is allocated to our performance obligations in proportion to their relative standalone selling prices ("SSP"). SSP is the price for which we would sell a distinct solution or service separately to a client and is determined at contract inception. For a majority of our revenues, we have observable selling prices for our related solutions and services. However, if observable selling prices are not available, establishing SSP requires significant judgment. The estimated SSP considers all reasonably available information, including market conditions, demands, trends, our specific factors and information about the client or class of client. The adjusted market approach is generally used for new solutions and services or when observable inputs are limited or not available.

The following describes the nature of our primary sources of revenue and the related revenue recognition policies:

Software and Hosting Solutions Revenues

Software and hosting solutions revenues are primarily comprised of software as a service ("SaaS") offerings for various systems that perform processing and workflow management as well as provide data and analytics. To a lesser extent, we sell

software licenses where hosting services may or may not be included in the arrangement. Contracts for software and hosting solutions typically span five to seven years.

For our SaaS offerings, we promise our clients to stand ready to provide continuous access to our processing platforms and perform an unspecified quantity of processing services for a specified term. For this reason, processing services are generally viewed as a stand-ready performance obligation comprised of a series of distinct daily services. We typically satisfy these performance obligations over time as the services are provided. A time-elapsed output method is used to measure progress because our efforts are expended evenly throughout the period given the nature of the promise is a stand-ready service. We evaluate our variable payment terms related to these revenues, and they generally meet the criteria for allocating variable consideration entirely to one or more, but not all, performance obligations in a contract. Accordingly, when the criteria are met, variable amounts based on the number and type of services performed during a period are allocated to and recognized on the day in which we perform the related services. Fixed fees for processing services are generally recognized ratably over the contract period.

Our software licenses generally have significant standalone functionality to our clients upon delivery. Our software licenses are generally considered distinct performance obligations, and revenue allocated to the software license is typically recognized at a point in time upon delivery of the license.

In conjunction with software licenses, we commonly provide our clients with additional services such as maintenance as well as associated implementation and other professional services related to the software license. Maintenance is typically comprised of technical support and unspecified updates and upgrades. We generally satisfy these performance obligations evenly using a time-elapsed output method over the contract term given there is no discernible pattern of performance. When a software license contract also includes professional services that provide significant modification or customization of the software license, we combine the software license and professional services into a single performance obligation, and revenues for the combined performance obligation are recognized as the professional services are provided consistent with the methods described below for professional services revenues.

We have contracts where the licensed software is offered in conjunction with hosting services. The licensed software may be considered a separate performance obligation from the hosting services if the client can take possession of the software during the contractual term without incurring a significant penalty and if it is feasible for the client to run the software on its own infrastructure or hire a third party to host the software. If the licensed software and hosting services are separately identifiable, license revenue is recognized when the hosting services commence and it is within the client’s control to obtain a copy of the software, and hosting revenue is recognized using the time-elapsed output method as the service is provided. If the software license is not separately identifiable from the hosting service, then the related revenues for the combined performance obligation is recognized ratably over the hosting period.

Professional Services Revenues

Professional services revenues are generally comprised of implementation, conversion, programming, training and consulting services associated with our SaaS and licensed software agreements. Professional services such as training, dedicated teams and consulting services are generally distinct. Distinct professional services revenues are primarily billed on a time and materials basis, and revenues are recognized over time as the services are performed. A portion of our professional services revenues are derived from contracts for dedicated personnel resources who are often working full-time at a client site and under the client's direction. These revenues generally recur as contracts are renewed.

In assessing whether implementation services provided on SaaS or licensed software agreements are a distinct performance obligation, we consider whether the services are both capable of being distinct (i.e., the client can benefit from the services alone or in combination with other resources that are readily available to the client) and distinct within the context of the contract (i.e., separately identifiable from the other performance obligations in the contract). Professional services that are not distinct from an associated solution or offering are recognized over the common measure of progress for the overall performance obligation (typically a time-elapsed output measure that corresponds to the period over which the solution or offering is made available to the client).

Data Solutions Revenues

Revenues from data solutions are primarily from licenses for historical data and valuation-related analytical services and are generally distinct. License fees are recognized at a point in time upon delivery. Revenues allocated to data updates are recognized ratably over the period the updates are provided. In addition, to the extent that we provide continuous access to data through a hosted software platform, we recognize revenues ratably over the contract term.

Operating Expenses

Operating expenses include all costs, excluding depreciation and amortization, incurred by us to produce revenues. Operating expenses primarily include compensation costs, including equity-based compensation and benefits, software and hardware maintenance costs, professional services fees, rent-related costs, software subscription costs and cloud computing costs. Equity-based compensation is included within Corporate and Other in Note 21—*Segment Information*.

General and administrative expenses, which are primarily included in Operating expenses within Corporate and Other in Note 21—*Segment Information*, include compensation costs, including benefits and equity-based compensation, professional services fees, insurance, rent-related costs, software subscription costs and other costs associated with the enterprise risk, finance, human resources, marketing, legal and other support functions.

Equity-Based Compensation

We expense employee equity-based payments under ASC Topic 718, *Compensation—Stock Compensation*, which requires compensation cost measured using the grant date fair value of equity-based payments to be recognized over the requisite service period, which generally equals the vesting period. For awards with a performance condition, we recognize compensation cost under the graded vesting method over the requisite service period of the award, which at times results in accelerated recognition of the cost. We do not recognize compensation cost if the performance condition is not considered probable of achievement. If at any point we determine that the performance condition is improbable of achievement, we reverse any previously recognized compensation cost for that award.

The fair value of our restricted stock awards is measured based on the closing market price of our stock on the grant date. The fair value of OB PIUs is measured using the Black-Scholes model. Income tax effects of awards are recorded in our Consolidated Statements of Earnings and Comprehensive Earnings when the awards vest or are settled. We account for forfeitures as they occur. Refer to Note 17 — *Equity* for more information.

Depreciation and Amortization

Depreciation and amortization includes the following (in millions):

	Year ended December 31,		
	2020	2019	2018
Computer software	$ 110.4	$ 97.3	$ 94.5
Other intangible assets	86.6	59.3	57.2
Deferred contract costs	33.9	42.9	32.9
Property and equipment	39.8	36.7	32.4
Total	$ 270.7	$ 236.2	$ 217.0

Computer software amortization for the year ended December 31, 2018 includes accelerated amortization of $1.7 million related to certain internally developed software. Deferred contract costs amortization for the years ended December 31, 2020, 2019 and 2018 includes accelerated amortization of $0.1 million, $6.2 million and $3.4 million, respectively.

Transition and Integration Costs

Transition and integration costs represent costs primarily associated with acquisitions, expense reduction initiatives, executive transition costs and other transition-related costs.

Interest Expense, Net

Interest expense, net consists primarily of interest expense on our borrowings, amortization of our debt issuance costs and original issue discount, payments on our interest rate swaps, commitment fees on our revolving credit facility and administrative agent fees net of capitalized interest and interest income. Debt issuance costs are amortized using the effective interest method over the expected repayment period of the debt.

Income Taxes

Black Knight is treated as a corporation under applicable federal and state income tax laws. We are subject to income tax in the U.S. and certain state jurisdictions in which we operate and record the tax effects as a part of the tax accounting process of preparing the consolidated financial statements. Our India subsidiary is subject to income tax in India.

The tax accounting process involves calculating current tax expense together with assessing basis differences resulting from differing recognition of items for income tax and GAAP accounting purposes. These differences result in current and deferred income tax assets and liabilities, which are included within the Consolidated Balance Sheets. Deferred tax assets and

liabilities are measured using enacted tax rates expected to apply to taxable earnings in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of changes in tax rates and laws in future periods, if any, is reflected in the consolidated financial statements in the period enacted. We must then assess the likelihood that deferred income tax assets will be recovered from future taxable earnings and, to the extent we believe that recovery is not likely, establish a valuation allowance. We believe that based on our historical pattern of taxable earnings, projections of future earnings, tax planning strategies, reversing taxable timing differences and other relevant evidence, we will produce sufficient earnings in the future to realize recorded deferred income tax assets. To the extent we establish a valuation allowance or increase an allowance in a period, we would reflect the increase as expense within Income tax expense in the Consolidated Statements of Earnings and Comprehensive Earnings.

Determination of income tax expense requires estimates and can involve complex issues that may require an extended period to resolve. Further, the estimated level of annual earnings before income tax can cause the overall effective income tax rate to vary from period to period. We believe our tax positions comply with applicable tax law, and we adequately provide for any known tax contingencies. Final determination of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different than estimates reflected in assets and liabilities and historical income tax expense. The outcome of these final determinations could have a material effect on our income tax expense, net earnings or cash flows in the period that determination is made.

We record interest and penalties related to income taxes, if any, as a component of Income tax expense on the Consolidated Statements of Earnings and Comprehensive Earnings.

Refer to Note 19—*Income Taxes* for additional information.

Earnings Per Share

Basic net earnings per share is computed by dividing Net earnings attributable to Black Knight by the weighted-average number of shares of common stock outstanding during the period. Diluted net earnings per share includes the effect of unvested restricted stock awards and may include the effect of unvested OB PIUs in future periods. Refer to Note 5—*Earnings Per Share* for more information.

Business Acquisitions

We include the results of operations of acquired businesses beginning on the respective acquisition dates. The purchase price is allocated to the tangible and intangible assets acquired and the liabilities assumed based on their estimated fair values at the acquisition date, with the excess recorded as goodwill. Measurement period adjustments to provisional purchase price allocations are recognized in the period in which they are determined, with the effect on earnings of changes in depreciation, amortization or other income resulting from such changes calculated as if the accounting had been completed on the acquisition date. Acquisition-related costs are expensed as incurred.

Recent Accounting Pronouncements

Recently Adopted Pronouncements

Current Expected Credit Losses (ASC Topic 326, Financial Instruments - Credit Losses ("ASC 326"))

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accountings Standards Update ("ASU") 2016-13, *Financial Instruments—Credit Losses,* as well as several other related updates, which were codified as ASC 326. This update significantly changes how companies measure and recognize credit impairment for many financial assets. The new standard requires companies to immediately recognize an estimate of credit losses expected to occur over the remaining life of the financial assets included in the scope of this standard.

Our financial assets that are included in the scope of these updates are primarily trade receivables and contract assets. We applied an integrated approach to analyzing the effects of ASC 326, including developing accounting policies and positions, evaluating differences from applying the requirements of the new standard to our previous business practices and assessing the need for any changes in our processes and design of internal controls.

The primary effect of adopting the new standard relates to the changes in our estimated credit losses and providing additional disclosures about our financial assets that are included in the scope of this new standard. Based on our assessment, we did not identify a material change in our financial condition, results of operations or business practices.

We adopted ASC 326 on January 1, 2020 using a modified retrospective approach. The effect of this adoption was an adjustment of $1.1 million, net of tax, to our opening Retained earnings on our Consolidated Statements of Equity.

Other Accounting Pronouncements

In October 2018, the FASB issued ASU 2018-16, *Derivatives and Hedging (Topic 815)*. This update expanded the permissible benchmark interest rates to include the Secured Overnight Financing Rate and the Overnight Index Swap Rate as benchmark interest rates for hedge accounting purposes. We adopted this update on January 1, 2019. This update is required to be applied prospectively to qualifying new or redesignated hedging relationships entered into on and after the date of adoption. We did not enter into new hedging relationships in 2020. We continue to monitor developments related to London Interbank Offered Rate ("LIBOR") transition date and effects it may have on our strategy, systems and processes. Interest rates related to our credit agreement are based on the Eurodollar rate, which is based on LIBOR. The terms of our interest rate swap agreements are also based on LIBOR.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement*. This update removed, modified and added certain disclosure requirements for fair value measurements. We adopted this update on January 1, 2020 and applied its amendments prospectively. This update did not have a material effect on our consolidated financial statements and related disclosures.

In February 2018, the FASB issued ASU 2018-02, *Income Statement - Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. This update allowed a reclassification from Accumulated other comprehensive earnings to Retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017 ("Tax Reform Act"). We adopted this update on January 1, 2019 and reclassified $1.0 million from Accumulated other comprehensive (loss) earnings to Retained earnings.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. This update eliminated step 2 of the goodwill impairment test that required a hypothetical purchase price allocation. Rather, entities should apply the same impairment assessment to all reporting units and recognize an impairment loss for the amount by which a reporting unit's carrying amount exceeds its fair value, without exceeding the total amount of goodwill allocated to that reporting unit. Entities continue to have the option to perform a qualitative assessment for a reporting unit to determine if the quantitative impairment test is necessary. We adopted this update on January 1, 2020 and applied its amendments prospectively. This update did not have a material effect on our consolidated financial statements and related disclosures.

Not Yet Adopted Pronouncements

In August 2020, the FASB issued ASU 2020-06, *Debt-Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging-Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*. This update simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts on an entity's own equity. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2021 with early adoption permitted but no earlier than fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. We do not expect the adoption of this update to have a material effect on our consolidated financial statements and related disclosures.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This update provides for optional financial reporting alternatives to reduce the cost and complexity associated with the accounting for contracts and hedging relationships affected by reference rate reform. The accommodations are effective for all entities through December 31, 2022. They may be applied from the beginning of the interim period that includes the issuance of this update. We do not expect the adoption of this update to have a material effect on our consolidated financial statements and related disclosures.

In January 2020, the FASB issued ASU 2020-01, *Investments—Equity Securities (Topic 321), Investments—Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815)*. The amendments clarify that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method. This update also clarifies certain interactions between the guidance to account for certain equity securities, equity method investments and the guidance in Topic 815, including measuring certain purchased options and forward contracts to acquire investments. This update is effective prospectively for fiscal years beginning after December 15, 2020, with early adoption permitted. We do not expect the adoption of this update to have a material effect on our consolidated financial statements and related disclosures.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*. This update simplifies accounting for income taxes by eliminating some exceptions to the general approach in ASC

Topic 740, *Income Taxes*, related to intraperiod tax allocation, the methodology for calculating income tax in an interim period and the recognition of deferred tax liabilities for outside basis differences. This update is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020 with early adoption permitted. The amendments in this update should be applied on either a retrospective basis, modified retrospective basis or prospectively, depending on the provision within the amendment. We do not expect the adoption of this update to have a material effect on our consolidated financial statements and related disclosures.

(3) Business Acquisitions

2020 Acquisitions

During the year ended December 31, 2020, we completed the acquisitions of the equity interests of Collateral Analytics, LLC ("Collateral Analytics"), the technology assets and business of DocVerify and the equity interests of Optimal Blue, LLC and certain affiliates ("Optimal Blue"). None of these acquisitions met the definition of "significant" pursuant to Article 3 of Regulation S-X (§210.3-05) either individually or in the aggregate. Further details of each acquisition are discussed below.

Allocation of purchase price

The fair value of the acquired Computer software and Other intangible assets were primarily determined using a third-party valuation based on significant estimates and assumptions, including Level 3 inputs, which are judgmental in nature. These estimates and assumptions include the projected timing and amount of future cash flows and discount rates reflecting the risk inherent in the future cash flows.

Collateral Analytics and DocVerify Acquisitions

On March 3, 2020, we completed the acquisition of Collateral Analytics, a provider of real estate products and tools to support appraisers, appraisal management companies, lenders, investors and government agencies. Collateral Analytics is reported within our Data and Analytics segment because it enhances our real estate solutions and automated valuation model offerings.

On August 27, 2020, we completed the acquisition of DocVerify, a solution that provides proof of the integrity of digital documents, enabling organizations across a wide range of industries to streamline processes, safeguard sensitive information and reduce costs. DocVerify is reported within our Software Solutions segment and helps accelerate Black Knight's goal of digitizing the entirety of the real estate and mortgage continuum as DocVerify's trusted and proven digital document verification capabilities are integrated with Expedite®Close, our digital closing platform.

These acquisitions were not material individually or in the aggregate to our consolidated financial statements.

Total consideration, net of cash acquired, was $73.5 million in the aggregate for Collateral Analytics and DocVerify. The total consideration was as follows (in millions):

Cash paid	$	74.1
Contingent consideration		3.1
Less: cash acquired		(3.7)
Total consideration, net	$	73.5

The following table summarizes the total purchase price consideration and the fair value amounts recognized for the assets acquired and liabilities assumed (in millions):

Total consideration, net	$	73.5
Computer software	$	8.2
Other intangible assets		18.1
Goodwill		46.9
Other current and non-current assets		4.1
Total assets acquired		77.3
Total liabilities assumed		3.8
Net assets acquired	$	73.5

The Collateral Analytics purchase agreement requires us to pay additional cash consideration based on earnings before interest expense, income tax provision and depreciation and amortization ("EBITDA") over a three-year period beginning April 1, 2020. The DocVerify purchase agreement requires us to pay additional cash consideration based on revenues recognized over a two-year period beginning January 1, 2021. In accordance with ASC Topic 805, *Business Combinations* ("ASC 805"), we will recognize the majority of this consideration as compensation cost over the related period due to ongoing employment requirements. Refer to Note 13 — *Fair Value Measurements* for additional information.

Estimated Useful Lives of Computer Software and Other Intangible Assets Acquired

As of the acquisition dates, the preliminary gross carrying value and weighted average estimated useful lives of Computer software and Other intangible assets acquired consisted of the following (dollars in millions):

	Gross carrying value	Weighted average estimated life (in years)
Computer software	$ 8.2	5
Other intangible assets:		
Client relationships	16.4	10
Trade names	1.1	3
Non-compete agreements	0.6	4
Other intangible assets	18.1	
Total gross carrying value	$ 26.3	

Optimal Blue Acquisition

On July 26, 2020, we entered into a definitive equity purchase agreement with affiliates of private equity firm GTCR, LLC, to purchase Optimal Blue, a leading provider of secondary market solutions and actionable data services. We also entered into forward purchase agreements with Cannae and affiliates of THL (collectively, the "FPAs"), whereby Cannae and affiliates of THL agreed to each acquire 20% of the equity interests of a newly formed entity, Optimal Blue Holdco, for a purchase price of $289.0 million. Optimal Blue Holdco was formed for the purpose of acquiring Optimal Blue.

On September 15, 2020, we completed a series of transactions and completed the acquisition of Optimal Blue. In connection with the acquisition of Optimal Blue, we contributed $762.0 million in cash and Compass Analytics, LLC ("Compass Analytics") to Optimal Blue Holdco. In addition, Black Knight InfoServ, LLC ("BKIS"), our indirect, wholly-owned subsidiary, provided $500.0 million in cash in exchange for a note with Optimal Blue Holdco (the "OB Holdco Note"). The OB Holdco Note bears interest at a rate of 6.125%, which is payable on a semi-annual basis beginning March 1, 2021, and matures on September 1, 2028. Immediately prior to the closing of the Optimal Blue acquisition, we, together with BKT, our indirect, wholly-owned subsidiary, Optimal Blue Holdco, Cannae and THL, entered into the OB Holdco LLC Agreement. As of December 31, 2020, we own 60% of Optimal Blue Holdco. Optimal Blue is reported within our Software Solutions segment because it enhances our robust set of software solutions and includes additional product, pricing and eligibility capabilities.

Total consideration, net of cash acquired was approximately $1.8 billion for 100% of the equity interests in Optimal Blue. The total consideration was as follows (in millions):

Cash paid	$	1,828.3
Less: cash acquired		(29.3)
Total consideration, net	$	1,799.0

The following table summarizes the total purchase price consideration and the preliminary fair value amounts recognized for the assets acquired and liabilities assumed (in millions):

Total consideration, net	$	1,799.0
Trade receivables	$	11.3
Computer software		79.7
Other intangible assets		610.8
Goodwill (Note 10)		1,206.0
Other current and non-current assets		13.3
Total assets acquired		1,921.1
Deferred income taxes		101.4
Current and other non-current liabilities		20.7
Total liabilities assumed		122.1
Net assets acquired	$	1,799.0

The fair value of Computer software, Other intangible assets, Goodwill and certain assumed liabilities, including estimated liabilities for pre-acquisition tax exposure, is preliminary and subject to adjustments as we complete our valuation process.

For the year ended December 31, 2020, we incurred direct transaction costs of $15.0 million in connection with the acquisition of Optimal Blue. Transaction costs are included in Transition and integration costs on the Consolidated Statements of Earnings and Comprehensive Earnings.

For the period September 15, 2020 through December 31, 2020, Optimal Blue's revenues of $37.6 million and pre-tax loss of $19.0 million are included in our Consolidated Statements of Earnings and Comprehensive Earnings.

Estimated Useful Lives of Computer Software and Other Intangible Assets Acquired

As of the acquisition date, the preliminary gross carrying value and weighted average estimated useful lives of Computer software and Other intangible assets acquired consisted of the following (dollars in millions):

		Gross carrying value	Weighted average estimated life (in years)
Computer software	$	79.7	5
Other intangible assets:			
Client relationships		602.5	10
Trade names		5.2	3
Non-compete agreements		3.1	5
Other intangible assets		610.8	
Total gross carrying value	$	690.5	

Unaudited Pro Forma Results

Pursuant to ASC 805, unaudited pro forma results of operations for the years ended December 31, 2020 and 2019, assuming the acquisition had occurred as of January 1, 2019, are presented below (in millions, except per share amounts):

	Year ended December 31,	
	2020	2019
Revenues	$ 1,320.0	$ 1,267.3
Net earnings	$ 200.6	$ 4.3

The unaudited pro forma results include certain pro forma adjustments that were directly attributable to the acquisition, assuming the acquisition had occurred on January 1, 2019, including the following:

- additional amortization expense that would have been recognized relating to the acquired intangible assets;
- adjustments to interest expense to reflect the additional debt we incurred related to partially finance the acquisition; and
- a reduction of expenses for acquisition-related transaction costs of $15.0 million for the year ended December 31, 2020.

2019 Acquisition

On September 13, 2019, we completed the acquisition of Compass Analytics, a financial technology provider of advanced pricing and valuation solutions to support loan officers and capital market professionals. Compass Analytics is reported within our Software Solutions segment because this acquisition expands our footprint in capital markets, adds mortgage servicing rights valuation capabilities to our solutions and establishes end-to-end connectivity and pricing between originators and mortgage investors. Total consideration, net of cash received, was $61.8 million for 100% of the equity interests in Compass Analytics. Additionally, we incurred direct transaction costs of $0.2 million for the year ended December 31, 2019 that are included in Transition and integration costs on the Consolidated Statements of Earnings and Comprehensive Earnings.

During the year ended December 31, 2020, we recorded a measurement period adjustment of $0.9 million to reduce our estimated liabilities for pre-acquisition tax exposure.

The purchase agreement requires us to pay additional cash consideration based on revenues recognized over a two-year period from the acquisition date. We recorded a contingent consideration liability of $9.0 million as part of the Compass Analytics acquisition. In accordance with ASC 805, the portion of the estimated payment that was not recognized as contingent consideration at the time of the acquisition will be expensed ratably over a two-year period due to an ongoing employment requirement. As of December 31, 2019, the amount of contingent consideration liability included in Trade accounts payable and other accrued liabilities was $4.2 million. As of December 31, 2019, the contingent consideration liability included in Other non-current liabilities in our Consolidated Balance Sheets was $4.8 million. The contingent consideration was subject to remeasurement at each reporting date until settlement. During 2020, an agreement related to the Compass Analytics contingent consideration payout was amended to a set contractual amount. As of December 31, 2020, $4.3 million was included in Trade accounts payable and other accrued liabilities related to the previous contingent consideration payout. Refer to Note 13 — *Fair Value Measurements*.

2018 Acquisitions

HeavyWater

On May 31, 2018, we completed our acquisition of HeavyWater, Inc. ("HeavyWater"), a provider of artificial intelligence and machine learning to the financial services industry. HeavyWater is reported within our Software Solutions segment. HeavyWater's AIVA℠ solution reads, comprehends and draws conclusions based on context to mimic cognitive thinking and build expertise over time. HeavyWater's AIVA℠ solution is being integrated into our premier solutions and allows clients to deploy artificial intelligence and machine learning within other parts of their organizations to help enhance efficiency, effectiveness and accuracy.

Ernst

On November 6, 2018, we completed the acquisition of Ernst Publishing Co., LLC and two related entities (collectively, "Ernst"), a provider of technology and closing cost data for the real estate and mortgage industries. Ernst is reported within our Software Solutions segment. Ernst's capabilities are being integrated into our premier suite of origination solutions and augment our existing fee engine to create a unified access point for all fee-related needs.

Total consideration paid, net of cash received, was $43.4 million for 100% of the equity interests in HeavyWater and Ernst. Additionally, we incurred direct transaction costs of $0.1 million for the year ended December 31, 2018 that are included in Transition and integration costs on the Consolidated Statements of Earnings and Comprehensive Earnings.

(4) Investments in Unconsolidated Affiliates

DNB Investment

On August 8, 2018, an investment consortium (the “Consortium”) including Cannae, CC Capital Partners LLC, Bilcar, LLC and funds associated with THL along with other investors entered into equity commitments in connection with the acquisition of The Dun & Bradstreet Corporation, a Delaware corporation ("D&B"), a global leader in commercial data and analytics that provides various services helping companies improve their operational performance. Contemporaneously, D&B entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among D&B, Star Parent, L.P., a Delaware limited partnership ("Star Parent"), and Star Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Star Parent, pursuant to which, through a series of transactions, D&B would be a wholly-owned subsidiary of Star Parent (the "D&B Acquisition").

On January 24, 2019, we entered into an Assignment and Investment Agreement as part of the Consortium.

On February 8, 2019, the Consortium completed the D&B Acquisition for $145.00 in cash for each share of D&B common stock then outstanding, which included our $375.0 million investment in Star Parent (the "February 2019 D&B Investment") funded through a borrowing on our revolving credit facility. On July 1, 2019, we invested an additional $17.6 million in Star Parent (together with the February 2019 D&B Investment, collectively, the “D&B Investment”) in exchange for our pro-rata share of additional limited partner interests issued by Star Parent related to D&B's acquisition of Lattice Engines, Inc.

In connection with the D&B Investment, we were issued certain limited partner interests in Star Parent, representing approximately 18.1% of the outstanding common equity of Star Parent.

Our maximum exposure related to our variable interests in Star Parent was limited to our investment and commitments to maintain our pro-rata share of limited partner interests.

The table below summarizes the carrying amount of our investment and our maximum exposure related to our variable interests in Star Parent (in millions):

	December 31, 2019	
	Total assets	**Maximum exposure**
Investment in Star Parent	$ 291.3	$ 291.3

DNB IPO and Private Placement

On July 6, 2020, Dun & Bradstreet Holdings, Inc. ("DNB"), previously a wholly-owned subsidiary of Star Parent, closed its previously announced initial public offering of 90.0 million shares of common stock, which included 11.7 million shares of common stock issued pursuant to the exercise by the underwriters of their option to purchase additional shares in full (the "DNB IPO"). The DNB IPO was priced at $22.00 per share, resulting in gross proceeds to DNB of $2.4 billion when combined with $400.0 million of aggregate proceeds from a concurrent private placement offering (the "DNB Private Placement") and before deducting underwriting discounts and commissions and other offering expenses payable by DNB. Shares of DNB common stock began trading on the New York Stock Exchange ("NYSE") under the ticker symbol "DNB" on July 1, 2020.

On July 6, 2020, we invested $100.0 million in the DNB Private Placement. In connection with the closing of the DNB IPO and the DNB Private Placement, our limited partner interests in Star Parent were exchanged for 54.8 million shares of DNB common stock (the "DNB Investment"), which represents ownership of 13.0% of DNB.

As of December 31, 2020, DNB's closing share price was $24.90, and the fair value of our investment in DNB was $1,365.8 million before tax.

Summarized consolidated financial information for DNB (Successor) and Star Parent (Predecessor) is presented below (in millions):

	December 31, 2020	December 31, 2019
Current assets	$ 874.0	$ 417.9
Non-current assets	8,345.4	8,694.9
Total assets	$ 9,219.4	$ 9,112.8
Current liabilities, including short-term debt	$ 825.3	$ 1,090.4
Non-current liabilities	4,816.4	5,412.9
Total liabilities	5,641.7	6,503.3
Cumulative preferred series A stock	—	1,030.6
Total equity	3,577.7	1,578.9
Total liabilities and shareholders' equity	$ 9,219.4	$ 9,112.8

	Year ended December 31, 2020	For the period February 8 to December 31, 2019
Revenues	$ 1,738.1	$ 1,413.9
Loss before provision for income taxes and equity in net income of affiliates	$ (219.3)	$ (540.0)
Net loss	$ (106.5)	$ (425.8)
Net loss attributable to DNB (Successor)/Star Parent (Predecessor)	$ (175.6)	$ (546.3)

The effective tax rate of DNB for the year ended December 31, 2020 differs by more than 5% from the applicable statutory federal income tax rate of 21.0%, primarily due to the impact of the CARES Act.

The summarized consolidated financial information was obtained from the audited consolidated financial statements of DNB as of December 31, 2020 and for the year ended December 31, 2020, and from the audited consolidated financial statements of Star Parent as of December 31, 2019 and for the period February 8 to December 31, 2019.

During years ended December 31, 2020 and 2019, we recorded equity in earnings related to our DNB Investment of $62.1 million, net of income tax expense of $21.0 million, and equity in losses related to our investment in Star Parent of $73.9 million, net of income tax benefit of $25.0 million, respectively. For the year ended December 31, 2020, Equity in earnings (losses) of unconsolidated affiliates, net of tax includes a non-cash gain of $88.2 million, net of income tax expense of $29.8 million as a result of the DNB IPO and concurrent DNB Private Placement.

On January 8, 2021, DNB completed its acquisition of Bisnode Business Information Group AB (the "Bisnode acquisition"). In connection with the Bisnode acquisition, an additional 6.2 million shares were issued by DNB, which resulted in a decrease in our ownership interest in DNB to 12.8%.

Other Investment

On May 15, 2020, we sold our interest in an equity method investment and recognized a gain of $5.0 million, net of tax, which is included in Equity in earnings (losses) of unconsolidated affiliates, net of tax in our Consolidated Statements of Earnings and Comprehensive Earnings for the year ended December 31, 2020. In connection with the sale, we received $8.4 million in cash at closing and recorded a long-term receivable of $1.8 million, which is included in Other non-current assets in our Consolidated Balance Sheets. The original investment was not material to Black Knight.

(5) Earnings Per Share

Diluted net earnings per share include the effect of unvested restricted stock awards. In 2020, the outstanding OB PIUs were excluded from the diluted earnings per share calculations because the effect of their inclusion was antidilutive. The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share amounts):

	Year ended December 31,		
	2020	2019	2018
Basic:			
Net earnings attributable to Black Knight	$ 264.1	$ 108.8	$ 168.5
Shares used for basic net earnings per share:			
Weighted average shares of common stock outstanding	152.0	147.7	147.6
Basic net earnings per share	$ 1.74	$ 0.74	$ 1.14
Diluted:			
Net earnings attributable to Black Knight	$ 264.1	$ 108.8	$ 168.5
Shares used for diluted net earnings per share:			
Weighted average shares of common stock outstanding	152.0	147.7	147.6
Dilutive effect of unvested restricted shares of common stock	0.9	0.9	0.6
Weighted average shares of common stock, diluted	152.9	148.6	148.2
Diluted net earnings per share	$ 1.73	$ 0.73	$ 1.14

(6) Related Party Transactions

DNB

As of February 8, 2019, along with its predecessor entities, DNB is considered to be a related party primarily due to the combination our investment in DNB, our shared Chief Executive Officer and certain shared board members. On July 6, 2020, we invested an additional $100.0 million in connection with the DNB Private Placement. Refer to Note 4 — *Investments in Unconsolidated Affiliates.*

As of December 31, 2020 and December 31, 2019, we had a related party receivable of less than $0.1 million and $0.2 million, respectively, from DNB and its predecessors. During the year ended December 31, 2020, we entered into a services agreement with DNB. For the year ended December 31, 2020, the services provided were less than $0.1 million.

Trasimene

During the year ended December 31, 2020, we entered into a non-exclusive advisory services agreement with Trasimene Capital Management, LLC ("Trasimene") for services that may include evaluating, negotiating and closing various acquisition, financing and strategic corporate transactions. Transaction fees for services provided are primarily based on the size of the transaction and do not exceed market rates. Trasimene is considered a related party because the Chairman of our Board of Directors owns a controlling interest in Trasimene. During the year ended December 31, 2020, we recognized $8.3 million in fees with Trasimene primarily related to our acquisition of Optimal Blue, which are included in Transition and integration costs in our Consolidated Statements of Earnings and Comprehensive Earnings.

FNF

We are party to certain agreements with Fidelity National Financial, Inc. ("FNF"), including agreements that were entered into when we were related parties, to provide software, data and analytics services, as well as corporate shared services and information technology. We are also a party to certain other agreements under which we incur other expenses or receive revenues from FNF. As a result of the spin-off from Fidelity National Financial, Inc. ("FNF") on September 29, 2017 (the "Distribution"), FNF and Black Knight are separate independent companies. FNF no longer has an ownership interest in us, but was still considered a related party until December 1, 2019 due to the combination of certain shared board members, members of senior management and various agreements. As of December 1, 2019, the Chairman of our Board of Directors, who also serves as the Chairman of FNF's Board of Directors, no longer serves as one of our executive officers, and FNF is no longer considered a related party.

A summary of the revenues and expenses, net from FNF for the periods we were related parties is as follows (in millions):

	Year ended December 31,	
	2019[(1)]	2018
Revenues	$ 59.5	$ 57.6
Operating expenses	12.5	12.1

(1) Transactions with FNF are summarized through November 30, 2019, the date after which FNF is no longer considered a related party.

THL

We were party to certain related party agreements with THL until May 11, 2018, the date of an underwritten secondary offering of shares of our common stock by affiliates of THL. As a result of this offering, certain affiliates of THL no longer have an ownership interest in us and are no longer considered related parties. Two managing directors of THL currently serve on our Board of Directors.

A summary of underwritten secondary offerings of shares of our common stock by affiliates of THL for the periods we were related parties is as follows (in millions):

	May 11, 2018	March 15, 2018	February 15, 2018
Number of shares sold by affiliates of THL	12.1	8.0	8.0
Number of shares Black Knight repurchased from the underwriter	—	1.0	2.0
Shares owned by affiliates of THL immediately after each offering	—	12.1	20.1

Consolidated Statements of Earnings and Comprehensive Earnings

A summary of related party items included in Revenues is as follows (in millions):

	Year ended December 31,	
	2019[(1)]	2018
Software services	$ 40.2	$ 35.9
Data and analytics services	19.3	21.7
Total related party revenues	$ 59.5	$ 57.6

(1) Transactions with FNF are summarized through November 30, 2019, the date after which FNF is no longer considered a related party.

A summary of related party items included in Operating expenses (net of expense reimbursements) is as follows (in millions):

	Year ended December 31,	
	2019[(1)]	2018
Data entry, indexing services and other operating expenses	$ 8.8	$ 8.2
Corporate services	3.8	4.9
Technology and corporate services	(0.1)	(1.0)
Total related party expenses, net	$ 12.5	$ 12.1

(1) Transactions with FNF are summarized through November 30, 2019, the date after which FNF is no longer considered a related party.

We believe the amounts earned from or charged by us under each of the foregoing arrangements are fair and reasonable. We believe our service arrangements are priced within the range of prices we offer to third parties, except for certain corporate services provided to FNF and certain corporate services provided by FNF, which are at cost. However, the amounts we earned or that were charged under these arrangements were not negotiated at arm's length and may not represent the terms that we might have obtained from an unrelated third party.

(7) Property and Equipment

Property and equipment consist of the following (in millions):

	December 31,	
	2020	2019
Land	$ 11.9	$ 11.9
Computer equipment	238.3	234.1
Buildings and improvements	84.8	81.2
Furniture, fixtures and other equipment	12.4	11.2
Leasehold improvements	7.5	7.1
Property and equipment	354.9	345.5
Accumulated depreciation and amortization	(191.8)	(168.6)
Property and equipment, net	$ 163.1	$ 176.9

On December 31, 2019, we entered into finance lease agreements for certain computer equipment. The leased equipment was valued at $13.7 million, net of prepaid maintenance and $0.3 million of imputed interest, and is included in Property and equipment, net on the Consolidated Balance Sheets. Refer to Note 12 — *Long-Term Debt* and Note 15 — *Leases* for additional information related to our finance leases.

(8) Computer Software

Computer software, net consists of the following (in millions):

	December 31,	
	2020	2019
Internally developed software	$ 998.5	$ 808.2
Purchased software	89.8	78.9
Computer software	1,088.3	887.1
Accumulated amortization	(590.0)	(481.1)
Computer software, net	$ 498.3	$ 406.0

In the fourth quarter of 2019, we entered into agreements to acquire software in exchange for a combination of cash consideration and certain of our products and services. The software was acquired for $32.0 million, of which $6.5 million was received as of December 31, 2019 and resulted in non-cash investing activity of $4.8 million for the year ended December 31, 2019. Software valued at $25.5 million was received in the first quarter of 2020 and resulted in non-cash investing activity of $10.5 million for the year ended December 31, 2020.

Internally developed software and purchased software are inclusive of amounts acquired through acquisitions. Refer to Note 3 — *Business Acquisitions* for further discussion.

Estimated amortization expense on computer software for the next five fiscal years is as follows (in millions):

2021[(1)]	$ 122.7
2022	123.0
2023	114.4
2024	62.0
2025	44.0

(1) Assumes assets not in service as of December 31, 2020 are placed in service equally throughout the year.

(9) Other Intangible Assets

Other intangible assets consist of the following (in millions):

	December 31, 2020			December 31, 2019		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Client relationships	$ 1,206.0	$ (525.9)	$ 680.1	$ 587.1	$ (441.4)	$ 145.7
Other	19.2	(7.0)	12.2	9.1	(4.8)	4.3
Total intangible assets	$ 1,225.2	$ (532.9)	$ 692.3	$ 596.2	$ (446.2)	$ 150.0

Client relationships and other intangible assets are inclusive of amounts acquired through acquisitions. Refer to Note 3 — *Business Acquisitions* for further discussion.

Estimated amortization expense on other intangible assets for the next five fiscal years is as follows (in millions):

2021	$ 151.7
2022	129.0
2023	105.8
2024	81.3
2025	68.3

(10) Goodwill

Goodwill consists of the following (in millions):

	Software Solutions	Data and Analytics	Corporate and Other	Total
Balance, December 31, 2018	$ 2,157.6	$ 172.1	$ —	$ 2,329.7
Compass Analytics acquisition (Note 3)	31.7	—	—	31.7
Balance, December 31, 2019	2,189.3	172.1	—	2,361.4
Optimal Blue acquisition (Note 3)	1,206.0	—	—	1,206.0
Other acquisitions (Note 3)	20.5	25.5	—	46.0
Balance, December 31, 2020	$ 3,415.8	$ 197.6	$ —	$ 3,613.4

The increase in Goodwill related to our Optimal Blue acquisition is partially deductible for tax purposes. The increase in Goodwill related to our Collateral Analytics, DocVerify and Compass Analytics acquisitions is deductible for tax purposes.

(11) Other Non-Current Assets

Other non-current assets consist of the following (in millions):

	December 31,	
	2020	2019
Property records database	$ 60.5	$ 60.1
Contract assets, net	56.5	37.8
Right-of-use assets	41.1	26.4
Deferred compensation plan related assets	19.5	15.2
Prepaid expenses	4.9	8.1
Unbilled receivables, net	1.1	3.5
Other	9.7	7.7
Other non-current assets	$ 193.3	$ 158.8

(12) Long-Term Debt

Long-term debt consists of the following (in millions):

	December 31,	
	2020	2019
Term A Loan	$ 1,148.4	$ 1,203.1
Revolving Credit Facility	47.7	310.0
Senior Notes	1,000.0	—
Other	17.6	41.7
Total long-term debt principal	2,213.7	1,554.8
Less: current portion of long-term debt	(73.0)	(79.1)
Long-term debt before debt issuance costs and discount	2,140.7	1,475.7
Less: debt issuance costs and discount	(18.8)	(10.6)
Long-term debt, net of current portion	$ 2,121.9	$ 1,465.1

Principal Maturities of Debt

As of December 31, 2020, principal maturities, including payments related to our finance leases, are as follows (in millions):

2021	$ 73.5
2022	111.7
2023	1,028.5
Thereafter	1,000.0
Total	$ 2,213.7

2018 Credit Agreement

On April 30, 2018, our indirect subsidiary, BKIS entered into an amended and restated credit and guaranty agreement (the “2018 Credit Agreement”) with JPMorgan Chase Bank, N.A. as administrative agent, the guarantors party thereto, the other agents party thereto and the lenders party thereto. The 2018 Credit Agreement was amended on August 7, 2020 to facilitate the issuance of the Senior Notes, as defined below.

The 2018 Credit Agreement, as amended, provided for (i) a $1,250.0 million term loan A facility (the “2018 Term A Loan”) and (ii) a $750.0 million revolving credit facility (the “2018 Revolving Credit Facility” and, together with the 2018 Term A Loan, collectively, the “2018 Facilities”), the proceeds of which were used to repay in full the Term A Loan, Term B Loan and Revolving Credit Facility outstanding under the 2015 credit agreement, as amended.

The 2018 Term A Loan and the 2018 Revolving Credit Facility bear interest at rates based upon, at the option of BKIS, either (i) the base rate plus a margin of between 25 and 50 basis points depending on the total leverage ratio of BKFS LLC and its restricted subsidiaries on a consolidated basis (the “Consolidated Leverage Ratio”) or (ii) the Eurodollar rate plus a margin of between 125 and 150 basis points depending on the Consolidated Leverage Ratio. In addition, BKIS pays an unused commitment fee of between 15 and 20 basis points on the undrawn commitments under the 2018 Revolving Credit Facility, also depending on the Consolidated Leverage Ratio.

As of December 31, 2020, the 2018 Term A Loan and the 2018 Revolving Credit Facility bear interest at the Eurodollar rate plus a margin of 150 basis points. As of December 31, 2020, we have $702.3 million of unused capacity on the 2018 Revolving Credit Facility and pay an unused commitment fee of 20 basis points. As of December 31, 2020, the interest rates on the 2018 Term A Loan and the 2018 Revolving Credit Facility were 1.64% and 1.81%, respectively.

The 2018 Facilities are guaranteed by all of BKIS’s wholly-owned domestic restricted subsidiaries and BKFS LLC, a Delaware limited liability company and the direct parent company of BKIS, and are secured by associated collateral agreements that pledge a lien on substantially all of BKIS’s assets, including fixed assets and intangibles, and the assets of the guarantors, in each case, subject to customary exceptions.

The 2018 Term A Loan is subject to amortization of principal, payable in quarterly installments on the last day of each fiscal quarter equal to the percentage set forth below of the initial aggregate principal amount of the term loans for such fiscal quarter:

Payment Dates	Percentage
December 31, 2019 through and including March 31, 2020	0.63%
Commencing on June 30, 2020 through and including March 31, 2022	1.25%
Commencing on June 30, 2022 through and including March 31, 2023	2.50%

The remaining principal balance of the 2018 Term A Loan is due upon maturity. Pursuant to the terms of the 2018 Credit Agreement, the loans under the 2018 Term A Loan and the 2018 Revolving Credit Facility mature on April 30, 2023.

For the year ended December 31, 2018, the amount included in Other expense, net on the Consolidated Statements of Earnings and Comprehensive Earnings related to the April 30, 2018 refinancing was $5.8 million.

Senior Notes

On August 26, 2020, BKIS completed the issuance and sale of $1.0 billion aggregate principal amount of 3.625% senior unsecured notes due 2028 (the "Senior Notes"). The Senior Notes have a coupon rate of 3.625% and mature on September 1, 2028. Interest is paid semi-annually in arrears on September 1 and March 1 of each year, commencing March 1, 2021. The

obligations under the Senior Notes are fully and unconditionally guaranteed, jointly and severally, on an unsecured basis by the same guarantors that guarantee the 2018 Credit Agreement (collectively, the “Guarantors”). The Senior Notes are effectively subordinated to any obligations that are secured, including obligations under the 2018 Credit Agreement, to the extent of the value of the assets securing those obligations. The Senior Notes are structurally subordinated to all liabilities of BKIS' subsidiaries that do not guarantee the Senior Notes. The net proceeds of the offering, along with cash on hand and contributions from Cannae and THL, were used to partially finance the acquisition of Optimal Blue.

The Senior Notes were issued pursuant to an indenture (the “Indenture”), dated as of August 26, 2020, between BKIS, the Guarantors and Wells Fargo Bank, National Association, as trustee. BKIS may redeem up to 40% of the Senior Notes using the proceeds of certain equity offerings completed before September 1, 2023 at a redemption price equal to 103.625% of their principal amount plus accrued and unpaid interest, if any, up to, but not including the redemption date. In addition, at any time prior to September 1, 2023, BKIS may redeem some or all of the Senior Notes at a price equal to 100% of their principal amount, plus accrued and unpaid interest, if any, up to, but not including, the redemption date, plus the “make-whole” premium. Thereafter, BKIS may redeem the Senior Notes, in whole or in part, at the redemption prices set forth in the Indenture, plus accrued and unpaid interest, if any, up to, but not including, the redemption date. Upon the occurrence of certain events constituting a change of control, BKIS may be required to make an offer to repurchase the Senior Notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, up to, but not including, the date of purchase.

The Senior Notes are subject to customary covenants, including among others, customary events of default.

Other Debt

On April 1, 2018, we entered into a financing agreement for $32.9 million, with a stated interest rate of 0% and an imputed interest rate of 3.4%, primarily related to certain data processing and maintenance services. On December 31, 2019, we entered into an amendment to the financing agreement for an additional $16.3 million, with a stated interest rate of 0% and an imputed interest rate of 3.3%. Under the terms of the amendment, quarterly payments are due beginning January 2, 2020 through January 2, 2023. As of December 31, 2020, $9.5 million is included in the Current portion of debt in our Consolidated Balance Sheets and $6.4 million is included in Long-term debt, net of current portion in our Consolidated Balance Sheets.

Finance Leases

On December 31, 2019, we entered into one-year finance lease agreements, with a stated interest rate of 0% and an imputed interest rate of 3.3% and bargain purchase options for certain computer equipment. The finance lease liabilities of $1.2 million and $14.1 million as of December 31, 2020 and 2019, respectively, are included in the Current portion of debt on our Consolidated Balance Sheets. For the year ended December 31, 2020, non-cash financing and investing activity was $1.2 million related to the unpaid portion of our finance lease agreements. Refer to Note 15 — *Leases* for additional information related to our finance leases.

Fair Value of Long-Term Debt

The fair value of the Facilities approximates their carrying value at December 31, 2020. The fair value of our Senior Notes as of December 31, 2020 was $1,026.3 million compared to its carrying value of $988.1 million, net of original issue discount and debt issuance costs. The fair value of our Facilities and Senior Notes is based upon established market prices for the securities using Level 2 inputs.

Interest Rate Swaps

We enter into interest rate swap agreements to hedge forecasted monthly interest rate payments on our floating rate debt. As of December 31, 2020, we had the following interest rate swap agreements (collectively, the "Swap Agreements") (in millions):

Effective dates	Notional amount	Fixed rates
March 31, 2017 through March 31, 2022	$ 200.0	2.08%
September 29, 2017 through September 30, 2021	$ 200.0	1.69%
April 30, 2018 through April 30, 2023	$ 250.0	2.61%
January 31, 2019 through January 31, 2023	$ 300.0	2.65%

Under the terms of the Swap Agreements, we receive payments based on the 1-month LIBOR rate (approximately 0.15% as of December 31, 2020). During the year ended December 31, 2019, the following interest rate swap agreements expired (in millions):

Effective dates	Notional amount	Fixed rates
February 1, 2016 through January 31, 2019	$ 200.0	1.01%
February 1, 2016 through January 31, 2019	$ 200.0	1.01%

We entered into the Swap Agreements to convert a portion of the interest rate exposure on our floating rate debt from variable to fixed. We designated these Swap Agreements as cash flow hedges. A portion of the amount included in Accumulated other comprehensive loss will be reclassified into Interest expense, net as a yield adjustment as interest is either paid or received on the hedged debt. The fair value of our Swap Agreements is based upon Level 2 inputs. We have considered our own credit risk and the credit risk of the counterparties when determining the fair value of our Swap Agreements.

It is our policy to execute such instruments with creditworthy banks and not to enter into derivative financial instruments for speculative purposes. We believe our interest rate swap counterparties will be able to fulfill their obligations under our agreements, and we believe we will have debt outstanding through the various expiration dates of the swaps such that the occurrence of future cash flow hedges remains probable.

The estimated fair values of our Swap Agreements are as follows (in millions):

	December 31,	
Balance sheet accounts	2020	2019
Other current liabilities	$ 2.4	$ —
Other non-current liabilities	$ 35.2	$ 21.9

A cumulative loss of $37.6 million ($28.1 million net of tax) and $21.9 million ($16.4 million net of tax) is reflected in Accumulated other comprehensive loss as of December 31, 2020 and December 31, 2019, respectively. Below is a summary of the effect of derivative instruments on amounts recognized in Other comprehensive loss ("OCE") on the accompanying Consolidated Statements of Earnings and Comprehensive Earnings (in millions):

	Year ended December 31, 2020		Year ended December 31, 2019		Year ended December 31, 2018	
	Amount of loss recognized in OCE	Amount of loss reclassified from Accumulated OCE into Net earnings	Amount of loss recognized in OCE	Amount of gain reclassified from Accumulated OCE into Net earnings	Amount of loss recognized in OCE	Amount of gain reclassified from Accumulated OCE into Net earnings
Swap agreements	(23.9)	12.2	(18.0)	—	(0.7)	(2.7)

Approximately $20.3 million ($15.2 million net of tax) of the balance in Accumulated other comprehensive loss as of December 31, 2020 is expected to be reclassified into Interest expense, net over the next 12 months.

(13) Fair Value Measurements

Fair Value of Financial Assets and Liabilities

Fair value represents the amount that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair values of financial assets and liabilities are determined using the following fair value hierarchy:

- Level 1 inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that we have the ability to access.
- Level 2 inputs to the valuation methodology include:
  - quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets or liabilities in inactive markets;
  - inputs other than quoted prices that are observable for the asset or liability; and
  - inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Assets are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. We believe our valuation methods are appropriate and consistent with other market participants. The use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table presents our fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis (in millions):

	December 31, 2020				December 31, 2019			
		Fair value				Fair value		
	Carrying amount	Level 1	Level 2	Level 3	Carrying amount	Level 1	Level 2	Level 3
Assets:								
Cash and cash equivalents (Note 2)	$ 34.7	$ 34.7	$ —	$ —	$ 15.4	$ 15.4	$ —	$ —
Liabilities:								
Interest rate swaps (Note 12)	37.6	—	37.6	—	21.9	—	21.9	—
Contingent consideration (Note 3)	3.1	—	—	3.1	9.0	—	—	9.0
Redeemable noncontrolling interests	578.0	—	—	578.0	—	—	—	—

The fair value of contingent consideration was primarily determined using a third-party valuation based on significant estimates and assumptions, including Level 3 inputs. The estimates and assumptions include the projected timing and amount of future cash flows and discount rates reflecting the rate inherent in the future cash flows.

During the year ended December 31, 2020, an agreement related to the Compass Analytics contingent consideration payout was amended to a set contractual amount. As result, the related contingent consideration amount was transferred out of Level 3.

The following table presents a summary of the change in fair value of our Level 3 fair value measurements (in millions):

Beginning balance, December 31, 2019	$ 9.0
Adjustments related to prior year acquisition	(9.0)
Adjustments related to current year acquisitions	3.1
Ending balance, December 31, 2020	$ 3.1

As of December 31, 2020, the fair value of redeemable noncontrolling interests approximates its carrying amount due to the close proximity to the reporting date of the contributions received from Cannae and THL for their share of equity interests in Optimal Blue Holdco. Refer to Note 2 — *Significant Accounting Policies* and Note 3 — *Business Acquisitions*.

(14) Commitments and Contingencies

Legal and Regulatory Matters

In the ordinary course of business, we are involved in various pending and threatened litigation and regulatory matters related to our operations, some of which include claims for punitive or exemplary damages. Our ordinary course litigation may include class action lawsuits, which make allegations related to various aspects of our business. From time to time, we also receive requests for information from various state and federal regulatory authorities, some of which take the form of civil investigative demands or subpoenas. Some of these regulatory inquiries may result in the assessment of fines for violations of regulations or settlements with such authorities requiring a variety of remedies. We believe that none of these actions depart from customary litigation or regulatory inquiries incidental to our business.

We review lawsuits and other legal and regulatory matters (collectively "legal proceedings") on an ongoing basis when making accrual and disclosure decisions. When assessing reasonably possible and probable outcomes, management bases its decision on its assessment of the ultimate outcome assuming all appeals have been exhausted. For legal proceedings where it has been determined that a loss is both probable and reasonably estimable, a liability based on known facts and which represents our best estimate has been recorded. Actual losses may materially differ from the amounts recorded and the ultimate outcome of our pending cases is generally not yet determinable. While some of these matters could be material to our operating

results or cash flows for any particular period if an unfavorable outcome results, at present we do not believe the ultimate resolution of currently pending legal proceedings, either individually or in the aggregate, will have a material adverse effect on our financial condition.

PennyMac Litigation

On November 5, 2019, Black Knight Servicing Technologies, LLC ("BKST"), an indirect, wholly-owned indirect subsidiary of Black Knight, filed a Complaint and Demand for Jury Trial (the "Black Knight Complaint") against PennyMac Loan Services, LLC ("PennyMac") in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida. The Black Knight Complaint includes causes of action for breach of contract and misappropriation of MSP® System trade secrets in order to develop an imitation mortgage processing system intended to replace the MSP® System. The Black Knight Complaint seeks damages for breach of contract and misappropriation of trade secrets, injunctive relief under the Florida Uniform Trade Secrets Act and declaratory judgment that BKST owns all intellectual property and software developed by or on behalf of PennyMac as a result of its wrongful use of and access to the MSP® System and related trade secret and confidential information. PennyMac filed a motion to compel arbitration of the action, and the court granted the motion on April 6, 2020. After the court denied BKST's motion for reconsideration of the court's order compelling arbitration, BKST filed a notice of appeal with the Florida First District Court of Appeal on May 6, 2020. On January 6, 2021, the appellate court affirmed the trial court's ruling.

Black Knight has requested that PennyMac preserve evidence concerning PennyMac's use of Black Knight's LendingSpace® software. Black Knight has also requested that PennyMac permit Black Knight to exercise its contractual right to audit PennyMac's database and use of the LendingSpace® software. On October 21, 2020, PennyMac submitted the dispute regarding Black Knight Origination Technologies, LLC LendingSpace® software audit request to the American Arbitration Association ("AAA") for arbitration. Black Knight moved to consolidate the LendingSpace® arbitration with the existing trade secret/antitrust arbitrations and, on December 21, 2020, the arbitrator granted Black Knight's motion to consolidate the arbitrations. On December 8, 2020, Black Knight and PennyMac filed motions for summary judgment concerning the LendingSpace® audit, and responses to the competing motions for summary judgment were filed by both parties on January 7, 2021. On February 16, 2021, the arbitrator granted Black Knight's motion for summary judgment and ordered that Black Knight may conduct an audit of PennyMac's use of Black Knight's LendingSpace® software.

Shortly after the filing of the Black Knight Complaint, on November 6, 2019, PennyMac filed an Antitrust Complaint (the "PennyMac Complaint") against Black Knight in the United States District Court for the Central District of California. The PennyMac Complaint included causes of action for alleged monopolization and attempted monopolization under Section 2 of the Sherman Antitrust Act, violation of California's Cartwright Act, violation of California's Unfair Competition Law and common law unfair competition under California law. The PennyMac Complaint sought equitable remedies, damages and other monetary relief, including treble and punitive damages. Generally, PennyMac alleged that Black Knight relies on various anticompetitive, unfair, and discriminatory practices to maintain and to enhance its dominance in the mortgage servicing platform market and in an attempt to monopolize the platform software applications market. Black Knight moved to dismiss the PennyMac Complaint or have the action transferred to Florida based upon a forum selection clause in the agreement with BKST. On February 13, 2020, the judge granted Black Knight's motion to transfer the case to Florida and denied as moot the motion to dismiss. On April 17, 2020, PennyMac filed a notice of dismissal of this action without prejudice and indicated that they intended to bring the claims raised in the dismissed PennyMac Complaint as defenses, third party claims and/or counterclaims in arbitration. On April 23, 2020, the court entered an order dismissing the action without prejudice and directing that the clerk close the case. On April 28, 2020, PennyMac submitted this matter to the AAA for arbitration. On May 27, 2020, Black Knight filed its answering statement with the AAA. The arbitrator was confirmed by the AAA on July 21, 2020.

The arbitrator set Black Knight's trade secret case for a 10-day final hearing beginning on October 24, 2022, and set PennyMac's antitrust case for a 5-day final hearing beginning on November 14, 2022.

On June 26, 2020, Black Knight filed a complaint against PennyMac in the United States District Court for the Middle District of Florida seeking a declaratory judgment that PennyMac waived its right to arbitrate federal antitrust and related state law claims against Black Knight because PennyMac previously filed and litigated those claims in a court of law (the "BKI Declaratory Action"). On July 22, 2020, PennyMac moved to dismiss the complaint in the BKI Declaratory Action, which Black Knight opposed. In response to a request from the court in the BKI Declaratory Action, on August 20, 2020, BKI filed a memorandum of law in support of the federal court's subject matter jurisdiction. Black Knight filed its motion for summary judgment on September 28, 2020, and PennyMac filed its opposition to the motion on October 27, 2020. On March 1, 2021, the court will conduct a telephonic hearing on PennyMac's motion to dismiss and BKI's motion for summary judgment.

As these cases continue to evolve, it is not possible to reasonably estimate the probability that we will ultimately prevail on our lawsuit or be held liable for the violations alleged in the PennyMac Complaint, nor is it possible to reasonably estimate the ultimate gain or loss, if any, or range of gain or loss that could result from these cases.

Other Legal Matter

During the year ended December 31, 2020, we recognized a one-time gain of $18.5 million related to the resolution of a legacy legal matter of Lender Processing Services, Inc. ("LPS") in Other income (expense), net in our Consolidated Statements of Earnings and Comprehensive Earnings.

Indemnifications and Warranties

We often agree to indemnify our clients against damages and costs resulting from claims of patent, copyright, trademark infringement or breaches of confidentiality associated with use of our software through software licensing agreements. Historically, we have not made any payments under such indemnifications, but continue to monitor the conditions that are subject to the indemnifications to identify whether a loss has occurred that is both probable and estimable that would require recognition. In addition, we warrant to clients that our software operates substantially in accordance with the software specifications. Historically, no costs have been incurred related to software warranties and none are expected in the future, and as such, no accruals for warranty costs have been made.

Indemnification Agreement

We are party to a cross-indemnity agreement dated December 22, 2014 with ServiceLink Holdings, LLC ("ServiceLink"). Pursuant to this agreement, ServiceLink indemnifies us from liabilities relating to, arising out of or resulting from the conduct of ServiceLink's business or any action, suit or proceeding in which we or any of our subsidiaries are named by reason of being a successor to the business of LPS and the cause of such action, suit or proceeding relates to the business of ServiceLink. In return, we indemnify ServiceLink for liabilities relating to, arising out of, or resulting from the conduct of our business.

Data Processing and Maintenance Services Agreements

We have various data processing and maintenance services agreements with vendors, which are in effect through 2025, for portions of our computer data processing operations and related functions.

As of December 31, 2020, payment obligations for data processing and maintenance services agreements with initial or remaining terms greater than one year are as follows (in millions):

2021	$	47.3
2022		26.0
2023		17.4
2024		0.2
2025		0.2
Total	$	91.1

Actual amounts could be more or less depending on various factors such as the introduction of significant new technologies or changes in our data processing needs.

Off-Balance Sheet Arrangements

We do not have any material off-balance sheet arrangements other than interest rate swaps.

(15) Leases

Operating Leases

We have operating leases for corporate offices, data centers and certain equipment. Our leases have remaining lease terms of up to eight years, some of which include escalation clauses, renewal options for up to five years or termination options within one year.

Operating lease liabilities are included in the Consolidated Balance Sheets as follows (in millions):

	December 31,	
	2020	2019
Operating lease liabilities:		
Trade accounts payable and other accrued liabilities	$ 13.5	$ 12.3
Other non-current liabilities	29.7	13.8
Total lease liabilities	$ 43.2	$ 26.1

As of December 31, 2020, maturities of lease liabilities were as follows (in millions):

2021	$ 13.6
2022	8.8
2023	7.0
2024	6.0
2025	2.9
Thereafter	7.3
Total	45.6
Less: imputed interest	(2.4)
Total	$ 43.2

Supplemental information related to leases is as follows (in millions, except lease term and discount rate):

	Year ended December 31,	
	2020	2019
Operating lease cost [(1)]	$ 18.1	$ 15.7
Operating cash outflows related to lease liabilities	12.4	12.5
Non-cash additions for right-of-use assets, net of modifications	21.5	9.1

	December 31,	
	2020	2019
Weighted average remaining lease term (in years)	5.3	2.9
Weighted average discount rate	3.30 %	3.81 %

(1) Operating lease cost includes right-of-use asset amortization as well as short-term and variable lease costs. Accelerated right-of-use asset amortization included in operating lease cost was $2.8 million and $0.4 million for the years ended December 31, 2020 and 2019, respectively.

Rent expense incurred under operating leases for the year ended December 31, 2018 was $10.9 million.

Finance Leases

On December 31, 2019, we entered into one-year finance lease agreements with a stated rate of 0.0% and an imputed interest rate of 3.3% and bargain purchase options for certain computer equipment. The leased equipment has a useful life of five years and is depreciated on a straight-line basis. The leased equipment was valued based on the net present value of the minimum lease payments, which was $13.7 million (net of prepaid maintenance and imputed interest of $0.3 million) and is included in Property and equipment, net on our Consolidated Balance Sheets. Refer to Note 7 — *Property and Equipment*.

Finance lease cost for the year ended December 31, 2020 included amortization of right-of-use asset of $2.1 million and interest on lease liability of $0.3 million. Refer to Note 12 — *Long-term Debt* for additional information related to our finance leases.

(16) Revenues

Disaggregation of Revenues

The following tables summarize revenues from contracts with clients (in millions):

	Year ended December 31, 2020					
	Servicing Software	Origination Software	**Software Solutions**	**Data and Analytics**	**Corporate and Other**	**Total**
Software and hosting solutions	$ 700.1	$ 202.6	$ 902.7	$ 34.1	$ —	$ 936.8
Professional services	77.6	45.8	123.4	0.7	(0.4) (1)	123.7
Data solutions	—	1.2	1.2	161.4	—	162.6
Other	—	12.9	12.9	2.5	—	15.4
Revenues	$ 777.7	$ 262.5	$ 1,040.2	$ 198.7	$ (0.4)	$ 1,238.5

	Year ended December 31, 2019					
	Servicing Software	Origination Software	**Software Solutions**	**Data and Analytics**	**Corporate and Other**	**Total**
Software and hosting solutions	$ 726.1	$ 137.0	$ 863.1	$ 32.2	$ —	$ 895.3
Professional services	84.3	46.4	130.7	1.2	(0.5) (1)	131.4
Data solutions	—	—	—	129.4	—	129.4
Other	5.1	13.4	18.5	2.6	—	21.1
Revenues	$ 815.5	$ 196.8	$ 1,012.3	$ 165.4	$ (0.5)	$ 1,177.2

	Year ended December 31, 2018					
	Servicing Software	Origination Software	**Software Solutions**	**Data and Analytics**	**Corporate and Other**	**Total**
Software and hosting solutions	$ 716.3	$ 108.8	$ 825.1	$ 29.8	$ —	$ 854.9
Professional services	82.2	44.5	126.7	2.1	(2.5) (1)	126.3
Data solutions	—	—	—	119.7	—	119.7
Other	0.5	9.7	10.2	2.9	—	13.1
Revenues	$ 799.0	$ 163.0	$ 962.0	$ 154.5	$ (2.5)	$ 1,114.0

(1) Revenues for Corporate and Other represent deferred revenue purchase accounting adjustments recorded in accordance with GAAP.

Our Software Solutions segment offers leading software and hosting solutions that facilitate and automate many of the mission-critical business processes across the homeownership lifecycle. These solutions primarily consist of processing and workflow management software applications. Our servicing software solutions primarily include our core servicing software solution that automates loan servicing, including loan setup and ongoing processing, customer service, accounting, reporting to the secondary mortgage market and investors and web-based workflow information systems. Our origination software solutions primarily include our solutions that automate and facilitate the origination of mortgage loans, offer product, pricing and eligibility capabilities, and provide an interconnected network allowing the various parties and systems associated with lending transactions to exchange data quickly and efficiently. Professional services consists of pre-implementation and post-implementation support and services and are primarily billed on a time and materials basis. Professional services may also include dedicated teams provided as part of agreements with software and hosting solutions clients.

Our Data and Analytics segment offers data and analytics solutions to the mortgage, real estate and capital markets verticals. These solutions include property ownership data, lien data, servicing data, automated valuation models, collateral risk scores, behavioral models, a multiple listing service software solution and other data solutions.

Transaction Price Allocated to Future Performance Obligations

Our disclosure of transaction price allocated to these future performance obligations excludes the following:

- Volume-based fees in excess of contractual minimums and other usage-based fees to the extent they are part of a single performance obligation and meet certain variable allocation criteria;
- Performance obligations that are part of a contract with an original expected duration of one year or less; and
- Transactional fees based on a fixed fee per transaction when we have the right to invoice once we have completed the performance obligation.

As of December 31, 2020, the aggregate amount of the transaction price that is allocated to our future performance obligations was approximately $2.4 billion and is expected to be recognized as follows: 25% by December 31, 2021, 66% by December 31, 2023, 90% by December 31, 2025 and the rest thereafter.

(17) Equity

Share Repurchase Program

On January 31, 2017, our Board of Directors approved a three-year share repurchase program, effective February 3, 2017, authorizing us to repurchase up to 10.0 million shares of Black Knight Financial Services, Inc. ("BKFS") Class A common stock through February 2, 2020, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. In connection with the Distribution, our Board of Directors approved a share repurchase program authorizing the repurchase of shares of BKI common stock consistent with the previous share repurchase program.

A summary of share repurchases under our share repurchase program is as follows (in millions, except per share amounts):

Year	Total number of shares repurchased	Aggregate purchase price	Average price paid per share	Shares remaining under repurchase authorization as of December 31,
2018	3.0	$ 141.5	$ 47.15	3.8
2019	0.2	11.9	$ 57.94	3.6
Total	3.2	$ 153.4	$ 47.84	

Refer to Note 6 — *Related Party Transactions* for additional information related to the repurchase of shares of BKI common stock in 2018.

On February 12, 2020, our Board of Directors approved a three-year share repurchase program authorizing us to repurchase up to 10.0 million shares of our outstanding common stock through February 12, 2023, through open market purchases, negotiated transactions or other means, in accordance with applicable securities laws and other restrictions. We did not repurchase any shares under this program during the year ended December 31, 2020.

Common Stock Offering

On June 19, 2020, we issued and sold 7,130,000 shares of our common stock in an underwritten public offering pursuant to a registration statement filed with the SEC. We received net proceeds of approximately $484.6 million after deducting the underwriters' discount of $16.3 million. We also incurred costs directly related to the offering of $0.4 million.

Omnibus Incentive Plan

The Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (the "Black Knight Omnibus Plan") provides for the grant of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance units, other cash and stock-based awards and dividend equivalents. The Black Knight Omnibus Plan is authorized to issue up to 18.5 million shares. As of December 31, 2020, 7.0 million shares were available for future issuance. Awards granted are approved by the Compensation Committee of the Board of Directors.

A summary of restricted shares granted is as follows:

Date	Number of shares granted	Grant date fair value per share	Vesting period (in years)	Vesting criteria
February 9, 2018	772,642	$ 45.85	3.0	Service and Performance
April 2, 2018	159,915	$ 46.90	3.0	Service and Performance
April 2, 2018	200,427	$ 46.90	2.3	Service
Various other 2018 dates	13,602	$50.15 - $53.70	3.0	Service and Performance
February 15, 2019	793,863	$ 52.38	3.0	Service and Performance
February 28, 2019	5,744	$ 52.25	2.0	Service
April 8, 2019	1,110	$ 54.14	3.0	Service and Performance
December 1, 2019	122,203	$ 63.01	3.0	Service and Performance
Various other 2019 dates	14,202	$56.66 - $62.50	3.0	Service
February 18, 2020	16,689	$ 74.91	1.0	Service
February 18, 2020(1)	487,096	$ 74.91	3.0	Service and Performance
March 11, 2020	11,865	$ 63.26	3.0	Service
March 18, 2020	3,366	$ 59.45	2.0	Service
May 6, 2020(1)	3,101	$ 72.57	3.0	Service and Performance
August 11, 2020	1,902	$ 78.88	3.0	Service
August 11, 2020	761	$ 78.88	1.0	Service
August 24, 2020	1,533	$ 81.54	1.0	Service
November 10, 2020	1,365	$ 91.64	1.0	Service

(1) This award is subject to an independent performance target for each of three consecutive 12-month measurement periods. Vesting of each tranche is independent of the satisfaction of the annual performance target for other tranches.

Restricted stock transactions under the Black Knight Omnibus plan for the periods presented are as follows:

	Shares	Weighted average grant date fair value
Balance December 31, 2017	1,581,711	$ 34.48
Granted	1,146,586	$ 46.27
Forfeited	(22,515)	$ 42.71
Vested	(628,517)	$ 34.90
Balance, December 31, 2018	2,077,265	$ 40.77
Granted	937,122	$ 53.84
Forfeited	(90,880)	$ 46.94
Vested	(908,524)	$ 39.83
Balance, December 31, 2019	2,014,983	$ 46.99
Granted	527,678	$ 74.62
Forfeited	(11,811)	$ 63.12
Vested	(981,752)	$ 44.50
Balance, December 31, 2020	1,549,098	$ 57.86

Equity-based compensation expense related to restricted shares of Black Knight was $38.5 million, $50.8 million and $50.9 million for the years ended December 31, 2020, 2019 and 2018, respectively. Equity-based compensation includes accelerated recognition of $0.5 million, $2.9 million and $6.9 million for the years ended December 31, 2020, 2019 and 2018, respectively. These expenses are included in Operating expenses in the Consolidated Statements of Earnings and Comprehensive Earnings.

As of December 31, 2020, the total unrecognized compensation cost related to non-vested restricted shares of our common stock is $36.5 million, which is expected to be recognized over a weighted average period of approximately 1.9 years.

Profits Interests Units

On November 24, 2020, there were 6,292 OB PIUs granted to certain members of management, directors, and certain employees, which vest over 3 years, with 100% cliff vesting after the third year. The terms of the OB PIUs provide for the grantees to participate in the excess of Optimal Blue Holdco's fair value over the initial hurdle amount, which was the fair value of the Optimal Blue Holdco's Class A members' initial contributions.

Holders of the OB PIUs have an option to put their profit interests to us if no public offering has been consummated as of the date that is 60 days prior to the fourth and each subsequent anniversary of the acquisition date of Optimal Blue. The units may be settled in cash or Black Knight common stock or a combination of both at our election and will be settled at the current fair value at the time we receive notice of the put election. As the OB PIUs provide for redemption features not solely within our control, we classify the redemption value outside of permanent equity in redeemable noncontrolling interests. The redemption value is equal to the difference in the per unit fair value of the underlying member units and the hurdle amount, based upon the proportionate required service period rendered to date.

The hurdle rate as of the grant date was used to determine the per unit strike price for the calculation. The risk free interest rates used in the calculation of the fair value of the OB PIUs are the rates that correspond to the weighted average expected life of the OB PIUs. The volatility was estimated based on the historical volatility of the comparable public companies' stock prices over a term equal to the weighted average expected life of the OB PIUs. We used a weighted average risk free interest rate of 0.31%, a volatility assumption of 37.0% and an expected life of 4 years, resulting in a grant date fair value of $4,233 per profits interests unit. The grant date fair value of the OB PIUs was $26.6 million.

Equity-based compensation expense related to the OB PIUs was $0.9 million for the year ended December 31, 2020. As of December 31, 2020, the total unrecognized compensation cost related to non-vested OB PIUs is $25.7 million, which is expected to be recognized over a weighted average period of approximately 2.9 years.

(18) Employee Stock Purchase Plan and 401(k) Plan

Employee Stock Purchase Plan ("ESPP")

The Black Knight, Inc. Employee Stock Purchase Plan (the "Black Knight ESPP"), which was amended and restated as of December 5, 2019, allows our eligible employees to voluntarily make after-tax contributions ranging from 3% to 15% of eligible earnings. We contribute varying matching amounts as specified in the Black Knight ESSP. Effective January 1, 2020, a one-year holding period was implemented for contributions to the Black Knight ESPP. During the holding period, ESPP purchased shares are not eligible for sale or broker transfer.

We recorded expense of $7.1 million, $8.0 million and $7.8 million for the years ended December 31, 2020, 2019 and 2018, respectively, relating to the participation of our employees in the Black Knight ESPP.

401(k) Profit Sharing Plan

Our employees participate in the Black Knight 401(k) Profit Sharing Plan (the “Black Knight 401(k) Plan”), a qualified 401(k) plan sponsored by our indirect subsidiary BKIS. Under the terms of the plan, as amended, eligible employees may contribute up to 40% of their pretax annual compensation, up to the amount allowed pursuant to the Internal Revenue Code ("IRC"). We generally match 37.5% of each dollar of employee contribution up to 6% of the employee's total eligible compensation.

We recorded expense of $7.2 million, $6.5 million and $6.3 million for the years ended December 31, 2020, 2019 and 2018, respectively, relating to the participation of our employees in the 401(k) plans.

(19) Income Taxes

Income tax expense consists of the following (in millions):

	Year ended December 31,		
	2020	2019	2018
Current:			
Federal	$ 41.5	$ 39.5	$ 35.0
State	11.6	9.7	9.4
Foreign	1.0	0.9	0.8
Total current	54.1	50.1	45.2
Deferred:			
Federal	(10.6)	(0.2)	(2.3)
State	(1.9)	(8.0)	(5.2)
Total deferred	(12.5)	(8.2)	(7.5)
Total income tax expense	$ 41.6	$ 41.9	$ 37.7

A reconciliation of our federal statutory income tax rate to our effective income tax rate is as follows:

	Year ended December 31,		
	2020	2019	2018
Federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	4.2	4.1	5.0
Redeemable noncontrolling interests	1.3	—	—
Tax credits	(4.6)	(2.3)	(1.8)
Restricted share vesting	(2.6)	(1.1)	(1.0)
Effect of deferred revaluation related to lower blended state tax rate	—	(3.3)	(2.0)
Prior year return to provision adjustments	(5.0)	(0.9)	(2.8)
Effect of Optimal Blue acquisition and related transactions	1.4	—	—
Non-deductible executive compensation	1.2	—	—
Unrecognized tax benefit	1.9	(0.2)	0.1
Other	0.1	1.3	(0.2)
Effective tax rate	18.9 %	18.6 %	18.3 %

The components of deferred tax assets and liabilities consist of the following (in millions):

	December 31,	
	2020	2019
Deferred tax assets:		
Equity method investments	$ 5.2	$ 25.7
Equity-based compensation	9.7	12.6
Deferred revenues	22.6	6.2
Interest rate swaps	9.5	5.6
Other	24.1	13.0
Total deferred tax assets	71.1	63.1
Deferred tax liabilities:		
Goodwill and other intangible assets	(170.0)	(168.7)
Deferred contract costs	(42.1)	(40.3)
Property, equipment and computer software	(32.7)	(34.3)
Partnership basis	(105.4)	—
Other	(4.9)	(5.1)
Total deferred tax liabilities	(355.1)	(248.4)
Net deferred tax liability	$ (284.0)	$ (185.3)

During the year ended December 31, 2020, management determined that a reserve for uncertain tax positions was warranted as a result of certain items claimed on amended income tax returns filed for certain prior periods. The methodology used in determining the claimed amounts in the amendment of prior periods is also utilized for the current year and may result in additional reserves. We do not expect the reserve to reverse within the following year. If we were to prevail on our uncertain tax positions, the reversal of this reserve would also be a benefit to our effective tax rate. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31,	
	2020	2019
Balance, January 1	$ —	$ 0.4
Additions based on tax positions of prior years	2.8	—
Additions based on tax positions of current year	1.3	—
Decreases based on tax positions of prior years	—	(0.4)
Balance, December 31	$ 4.1	$ —

We are currently under audit by the Internal Revenue Service for the 2017 tax year. Our open tax years also include 2018, 2019 and 2020 for federal income tax purposes. We are currently under audit with the state of Maine for the 2017, 2018 and 2019 tax years. We have open tax years for state income tax purposes for up to six years based on each state's laws.

(20) Concentrations of Risk

We generate a significant amount of revenues from large clients. For the year ended December 31, 2020, no client accounted for more than 10% of our consolidated revenues. A large client accounted for 10% and 12% of total revenues for the years ended December 31, 2019 and 2018, respectively.

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of trade receivables and interest rate swaps.

(21) Segment Information

ASC Topic 280, *Segment Reporting* ("ASC 280"), establishes standards for reporting information about segments and requires that a public business enterprise reports financial and descriptive information about its segments. Segments are components of an enterprise for which separate financial information is available and are evaluated regularly by the chief operating decision maker ("CODM") in deciding how to allocate resources and in assessing performance. Our chief executive officer is identified as the CODM as defined by ASC 280. To align with the internal management of our business operations based on service offerings, our business is organized into two segments. Refer to Note 16 — *Revenues* for a description of our Software Solutions and Data and Analytics segments.

Separate discrete financial information is available for these two segments and the operating results of each segment are regularly evaluated by the CODM in order to assess performance and allocate resources. We use EBITDA as the primary profitability measure for making decisions regarding ongoing operations. EBITDA is earnings before Interest expense, net, Income tax expense and Depreciation and amortization. It also excludes Equity in earnings (losses) of unconsolidated affiliates. We do not allocate Interest expense, Other income, net, Income tax expense, equity-based compensation and certain other items, such as purchase accounting adjustments and acquisition-related costs to the segments, since these items are not considered in evaluating the segments' overall operating performance.

Segment asset information is not included below because we do not use it to evaluate performance or allocate resources. Summarized financial information concerning our segments is shown in the tables below (in millions):

	Year ended December 31, 2020			
	Software Solutions	Data and Analytics	Corporate and Other	Total
Revenues	$ 1,040.2	$ 198.7	$ (0.4) (1)	$ 1,238.5
Expenses:				
Operating expenses	435.6	133.9	100.1 (2)	669.6
Transition and integration costs	—	—	31.4 (3)	31.4
EBITDA	604.6	64.8	(131.9)	537.5
Depreciation and amortization	120.9	15.1	134.7 (4)	270.7
Operating income (loss)	483.7	49.7	(266.6)	266.8
Interest expense, net				(62.9)
Other income, net				16.4
Earnings before income taxes and equity in earnings of unconsolidated affiliates				220.3
Income tax expense				41.6
Earnings before equity in earnings of unconsolidated affiliates				178.7
Equity in earnings of unconsolidated affiliates, net of tax				67.1
Net earnings				245.8
Net losses attributable to redeemable noncontrolling interests				18.3
Net earnings attributable to Black Knight				$ 264.1

	Year ended December 31, 2019			
	Software Solutions	Data and Analytics	Corporate and Other	Total
Revenues	$ 1,012.3	$ 165.4	$ (0.5) (1)	$ 1,177.2
Expenses:				
Operating expenses	412.7	123.4	109.9 (2)	646.0
Transition and integration costs	—	—	5.4 (3)	5.4
EBITDA	599.6	42.0	(115.8)	525.8
Depreciation and amortization	123.9	15.9	96.4 (4)	236.2
Operating income (loss)	475.7	26.1	(212.2)	289.6
Interest expense, net				(63.5)
Other expense, net				(1.4)
Earnings before income taxes and equity in losses of unconsolidated affiliates				224.7
Income tax expense				41.9
Earnings before equity in losses of unconsolidated affiliates				182.8
Equity in losses of unconsolidated affiliates, net of tax				(74.0)
Net earnings				$ 108.8

	Year ended December 31, 2018			
	Software Solutions	Data and Analytics	Corporate and Other	Total
Revenues	$ 962.0	$ 154.5	$ (2.5) (1)	$ 1,114.0
Expenses:				
Operating expenses	394.8	115.0	115.6 (2)	625.4
Transition and integration costs	—	—	6.6 (5)	6.6
EBITDA	567.2	39.5	(124.7)	482.0
Depreciation and amortization	112.9	14.1	90.0 (4)	217.0
Operating income (loss)	454.3	25.4	(214.7)	265.0
Interest expense, net				(51.7)
Other expense, net				(7.1)
Earnings before income taxes				206.2
Income tax expense				37.7
Net earnings				$ 168.5

(1) Revenues for Corporate and Other represent deferred revenue purchase accounting adjustments recorded in accordance with GAAP.
(2) Operating expenses for Corporate and Other includes equity-based compensation, including certain related payroll taxes, of $40.6 million, $51.7 million and $51.4 million for the years ended December 31, 2020, 2019 and 2018, respectively.
(3) Transition and integration costs primarily consists of costs associated with acquisitions and expense reduction initiatives.
(4) Depreciation and amortization for Corporate and Other primarily represents net incremental depreciation and amortization adjustments associated with the application of purchase accounting recorded in accordance with GAAP.
(5) Transition and integration costs primarily consists of costs associated with executive transition, transition-related costs as we transferred certain corporate functions from FNF and acquisitions.

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

None.

Item 9A. *Controls and Procedures*

As of the end of the year covered by this report, we carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer ("CEO") and Executive Vice President and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of our disclosure controls and procedures as such term is defined in Rule 13a-15(e) or 15d-15(e) under the Exchange Act. Based on this evaluation, our CEO and CFO concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports that we file or submit under the Act is: (a) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules

and forms; and (b) accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f) or 15d-15(f). Under the supervision and with the participation of our management, including our CEO and CFO, we conducted an evaluation of the effectiveness of our internal control over financial reporting. Management has adopted the framework in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on our evaluation under this framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2020. Management has excluded Optimal Blue from its assessment of our internal control over financial reporting as of December 31, 2020, because it was acquired during 2020. Optimal Blue represents approximately 1.0% of total assets, excluding computer software, other intangible assets and goodwill related to Optimal Blue, and 3.0% of total revenues in the consolidated financial statements amounts of the Company as of and for year ended December 31, 2020.

The effectiveness of our internal control over financial reporting as of December 31, 2020 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Item 9B. ***Other Information***

None.

Part III

Items 10-14.

Within 120 days after the close of our fiscal year, we intend to file with the SEC a definitive proxy statement pursuant to Regulation 14A of the Exchange Act, which will include the matters required by these items.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

(a) (1) *Financial Statements.* The following is a list of the consolidated financial statements of Black Knight, Inc. and its subsidiaries included in Item 8 of Part II:

	Page Number
Report of Independent Registered Public Accounting Firm on Effectiveness of Internal Control over Financial Reporting	40
Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements	41
Consolidated Balance Sheets as of December 31, 2020 and 2019	44
Consolidated Statements of Earnings and Comprehensive Earnings for the years ended December 31, 2020, 2019 and 2018	45
Consolidated Statements of Equity for the years ended December 31, 2020, 2019 and 2018	46
Consolidated Statements of Cash Flows for the years ended December 31, 2020, 2019 and 2018	48
Notes to Consolidated Financial Statements	49

(a) (2) *Financial Statement Schedules.* All financial statement schedules have been omitted because they are not applicable or the required information is presented in the consolidated financial statements or the notes thereto.

(a) (3) *Exhibits.* Exhibits required to be filed by Item 601of Regulation S-K, and by Item 15(b) are included below:

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of June 8, 2017, by and among New BKH Corp., Black Knight Financial Services, Inc., Black Knight Holdco Corp., New BKH Merger Sub, Inc., BKFS Merger Sub, Inc. and Fidelity National Financial, Inc. (incorporated by reference to Exhibit 2.1 to the Form 8-K filed by Black Knight Financial Services, Inc. on June 9, 2017 (No. 001-37394))
2.2*	Equity Purchase Agreement, dated July 26, 2020, by and among Black Knight, Inc., GTCR Fund XI/C LP, GTCR/OB Blocker Corp., GTCR/OB Splitter LP, OB Holdings I, LLC, OB Acquisition, LLC, and OB Holdings I, LLC, in its capacity as the Seller Representative (incorporated by reference to Exhibit 2.1 to the Form 8-K filed by Black Knight, Inc. on July 28, 2020 (No. 001-37394))
3.1	Second Amended and Restated Certificate of Incorporation of Black Knight, Inc. (incorporated by reference to Exhibit 3.1 to the Form 8-K filed by Black Knight, Inc. on June 13, 2019 (No. 000-37394))
3.2	Amended and Restated Bylaws of Black Knight, Inc. as adopted on October 30, 2019 (incorporated by reference to Exhibit 3.1 to the Form 8-K filed by Black Knight, Inc. on November 4, 2019 ((No. 000-37494))
4.1	Description of Common Stock (incorporated by reference to Exhibit 4.2 to the Form 10-K filed by Black Knight, Inc. on February 28, 2020 (No. 001-37394))
4.2	Indenture among Black Knight InfoServ, LLC, the Guarantors party thereto and Wells Fargo Bank, National Association, dated August 26, 2020 (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by Black Knight, Inc. on August 26, 2020 (No. 001-37394))
4.3	Form of 3.625% Senior Note due 2028 of Black Knight InfoServ, LLC.(incorporated by reference to Exhibit 4.2 to the Form 8-K filed by Black Knight, Inc. on August 26, 2020 (No. 001-37394), which is included as Exhibit A to Exhibit 4.1 to the Form 8-K filed by Black Knight, Inc. on August 26, 2020 (No. 001-37394)).
10.1	Amended and Restated Employment Agreement by and between Kirk T. Larsen and BKFS I Management, Inc. dated April 23, 2015 (incorporated by reference to Exhibit 10.11 to Amendment No. 4 to the Form S-1 Registration Statement filed by Black Knight Financial Services, Inc. on May 4, 2015 (No. 333-201241)) (1)
10.2	Employment Agreement by and between BKFS I Management, Inc. and Michael L. Gravelle, effective as of March 1, 2015 (incorporated by reference to Exhibit 10.16 to Amendment No. 3 to the Form S-1 Registration Statement filed by Black Knight Financial Services, Inc. on April 20, 2015 (No. 333-201241)) (1)
10.3	Black Knight, Inc. Deferred Compensation Plan, effective September 15, 2017 (incorporated by reference to Exhibit 10.12 to the Form 10-K filed by Black Knight, Inc. on February 23, 2018 (No. 001-37394)) (1)
10.4	Cross-Indemnity Agreement by and between Black Knight Financial Services, LLC and ServiceLink Holdings, LLC dated as of December 22, 2014 (incorporated by reference to Exhibit 10.20 to Amendment No. 2 to the Form S-1 Registration Statement filed by Black Knight Financial Services, Inc. on March 30, 2015 (No. 333-201241))
10.5	First Amendment to Amended and Restated Employment Agreement by and between Kirk T. Larsen and BKFS I Management, Inc. dated March 17, 2016 (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by Black Knight Financial Services, Inc. on April 29, 2016 (No. 001-37394)) (1)
10.6	Second Amendment to Employment Agreement by and between BKFS I Management, Inc. and Kirk Larsen effective April 30, 2016 (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by Black Knight Financial Services, Inc. on August 9, 2016 (No. 001-37394)) (1)
10.7	First Amendment to Employment Agreement by and between BKFS I Management, Inc. and Michael L. Gravelle effective April 30, 2016 (incorporated by reference to Exhibit 10.4 to the Form 10-Q filed by Black Knight Financial Services, Inc. on August 9, 2016 (No. 001-37394)) (1)
10.8	Employment Agreement by and between BKFS I Services, LLC and Anthony M. Jabbour, effective as of April 1, 2018 (incorporated by reference to Exhibit 10.21 to the Form 10-K filed by Black Knight, Inc. on February 23, 2018 (No. 001-36394)) (1)
10.9	Employment Agreement by and between LPS Management LLC and Shelley Leonard effective as of April 8, 2013 (incorporated by reference to Exhibit 10.3 to the Form 10-Q filed by Black Knight, Inc. on May 5, 2020 (No. 001-36394))(1)
10.10	Amendment to the Restricted Stock Award Agreement (Subject to Time-Based Restriction) (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by Black Knight Financial Services, Inc. on November 3, 2016 (No. 001-37394))

10.11	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2015) under Black Knight Financial Services, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.33 to the Form 10-K filed by Black Knight Financial Services, Inc. on February 26, 2016 (No. 001-37394)) (1)
10.12	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2016) with a 3 year vesting under Black Knight Financial Services, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.34 to the Form 10-K filed by Black Knight Financial Services, Inc. on February 26, 2016 (No. 001-37394)) (1)
10.13	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2016) with a 4 year vesting under Black Knight Financial Services, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.35 to the Form 10-K filed by Black Knight Financial Services, Inc. on February 26, 2016 (No. 001-37394)) (1)
10.14	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2017) with a 3 year vesting under Black Knight Financial Services, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.40 to the Form 10-K filed by Black Knight Financial Services, Inc. on February 24, 2017 (No. 001-37394)) (1)
10.15	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2017) with a 4 year vesting under Black Knight Financial Services, Inc. 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.41 to the Form 10-K filed by Black Knight Financial Services, Inc. on February 24, 2017 (No. 001-37394)) (1)
10.16	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2018) under Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.28 to the Form 10-K filed by Black Knight, Inc. on February 23, 2018 (No. 001-373394)) (1)
10.17	Form of Notice of Restricted Stock Grant and Restricted Stock Award Agreement (2019) under Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.24 to the Form 10-K filed by Black Knight, Inc. on February 22, 2019 (No. 001-373394)) (1)
10.18	Form of Notice of Restricted Stock and Restricted Stock Award Agreement (Directors) (2020) under Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by Black Knight, Inc. on May 5, 2020 (No. 001-37394)) (1)
10.19	Form of Notice of Restricted Stock Grant and Restricted Stock Award Amendment (2020) under Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.2 to the Form 10-Q filed by Black Knight, Inc. on May 5, 2020 (No. 001-37394))(1)
10.20	Amended and Restated Employment Agreement by and between Joseph M. Nackashi and BKFS I Management, Inc. effective July 17, 2017 (incorporated by reference to Exhibit 10.2 to the Form 10-Q filed by Black Knight Financial Services, Inc. on July 28, 2017 (No. 001-37394)) (1)
10.21	Black Knight, Inc. Amended and Restated 2015 Omnibus Incentive Plan (incorporated by reference to Exhibit 99.1 to the Form 8-K filed by Black Knight, Inc. on October 2, 2017 (No. 001-37394)) (1)
10.22	Black Knight, Inc. Employee Stock Purchase Plan, amended and restated effective as of December 5, 2019 (incorporated by reference to Exhibit 10.19 to the Form 10-K filed by Black Knight, Inc. on February 28, 2020 (No. 001-37394)) (1)
10.23	Black Knight 401(k) Profit Sharing Plan (incorporated by reference to Exhibit 99.1 to the Form S-8 Registration Statement filed by Black Knight, Inc. on October 3, 2017 (No. 333-220786))
10.24	Amended and Restated Credit and Guaranty Agreement, dated as of April 30, 2018 among Black Knight InfoServ, LLC, as a Borrower, Black Knight Financial Services, LLC, as Holdings, the subsidiaries of the Borrower from time to time party hereto, the Lenders from time to time party hereto JPMorgan Chase Bank, N.A., as Administartive Agent, Swing Line Lender and L/C Issuer and Bank of America, N.A., as Swing Line Lender and L/C Issuer (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Black Knight, Inc. on May 3, 2018 (No. 001-37394))
10.25	Assignment and Investment Agreement by and among Black Knight, Inc., QIA FIG Holding LLC, Cannae Holdings, Inc. and Star Parent, L.P., dated as of January 24, 2019 (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Black Knight, Inc. on January 28, 2019 (No. 001-37394))
10.26	Director Services Agreement by and between Black Knight, Inc. and William P. Foley, II effective as of December 1, 2019 (incorporated by reference to Exhibit 99.1 to the Form 8-K filed by Black Knight, Inc. on November 22, 2019 (No. 000-37394)) (1)
10.27	Dun & Bradstreet Holdings, Inc. Common Stock Purchase Agreement, dated June 23, 2020, among Dun & Bradstreet Holdings, Inc. and Black Knight InfoServ, LLC (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Black Knight, Inc. on June 29, 2020 (No. 001-37394))

10.28	First Amendment to the Amended and Restated Credit First Amendment to the Amended and Restated Credit and Guaranty Agreement, dated as of August 7, 2020, by and among Black Knight InfoServ, LLC, as Borrower, Black Knight Financial Services, LLC, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. (incorporated by reference to Exhibit 10.1 to the Form 8-K filed by Black Knight, Inc. on August 11, 2020 (No. 001-37394))
10.29*	Second Amended and Restated Limited Liability Company Agreement of Optimal Blue Holdco, LLC, A Delaware Limited Liability Company dated November 24, 2020
10.30	Second Amendment to Employment Agreement by and between BKFS I Services, LLC and Michael L. Gravelle effective as of November 1, 2019 (incorporated by reference to Exhibit 10.1 to the Form 10-Q filed by Black Knight, Inc. on November 7, 2019 (No. 001-37394))(1)
10.31	Optimal Blue Holdco, LLC 2020 Incentive Plan (1)
10.32	Optimal Blue Holdco, LLC Unit Grant Agreement (2020) (1)
21.1	Subsidiaries of the Registrant
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm
23.2	Consent of KPMG LLP with respect to the report related to Star Parent, L.P. and its subsidiaries
23.3	Consent of KPMG LLP with respect to the report related to Dun & Bradstreet Holdings, Inc. and its subsidiaries.
23.4	Consent of PricewaterhouseCoopers LLP with respect to a report related to The Dun & Bradstreet Corporation
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification by Chief Executive Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350
32.2	Certification by Chief Financial Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. 18 U.S.C. Section 135050
99.1	Audited Consolidated Financial Statements of Star Parent, L.P. and its subsidiaries as of December 31, 2019 and for the period from February 8, 2019 to December 31, 2019 (incorporated by reference to Exhibit 99.1 to the Form 10-K/A filed by Black Knight, Inc. on March 25, 2020 (001-37394))
99.2	Audited Consolidated Financial Statements of Dun & Bradstreet holdings, Inc. and its subsidiaries as of December 31, 2020 and 2019 and for the years ended December 31, 2020, 2019 and 2018
101.INS	Inline XBRL Instance Document**
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
104	Cover Page Interactive Data File formatted in Inline XBRL and contained in Exhibit 101

(1) A management or compensatory plan or arrangement required to be filed as an exhibit to this report pursuant to Item 15(b) of Form 10-K.

* Certain schedules have been omitted pursuant to Item 601(a)(5) of Registration S-K. A copy of any omitted schedule will be furnished to the Securities and Exchange Commission upon request.

** The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.

Item 16. ***Form 10-K Summary***

None.

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.

Black Knight, Inc.

By: */s/ Anthony M. Jabbour*

Anthony M. Jabbour

Chief Executive Officer

Date: February 26, 2021

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

Signature	Title	Date
/s/ Anthony M. Jabbour Anthony M. Jabbour	Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2021
/s/ Kirk T. Larsen Kirk T. Larsen	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2021
/s/ Michele M. Meyers Michele M. Meyers	Chief Accounting Officer and Treasurer (Principal Accounting Officer)	February 26, 2021
/s/ William P. Foley, II William P. Foley, II	Chairman of the Board	February 26, 2021
/s/ Catherine L. Burke Catherine L. Burke	Director	February 26, 2021
/s/ Thomas M. Hagerty Thomas M. Hagerty	Director	February 26, 2021
/s/ David K. Hunt David K. Hunt	Director	February 26, 2021
/s/ Joseph M. Otting Joseph M. Otting	Director	February 26, 2021
/s/ Ganesh B. Rao Ganesh B. Rao	Director	February 26, 2021
/s/ John D. Rood John D. Rood	Director	February 26, 2021
/s/ Nancy L. Shanik Nancy L. Shanik	Director	February 26, 2021

Exhibit 10.29

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
OPTIMAL BLUE HOLDCO, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Dated November 24, 2020

THE MEMBERSHIP INTERESTS AND UNITS ISSUED PURSUANT TO THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (COLLECTIVELY, THE ***"LLC INTERESTS"***) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. THE LLC INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

THE LLC INTERESTS ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THIS AGREEMENT, AND IN CERTAIN CASES THE 2020 MANAGEMENT INCENTIVE PLAN OF THE COMPANY, AND THE COMPANY RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH INTERESTS UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER. A COPY OF THIS AGREEMENT SHALL BE PROMPTLY FURNISHED BY THE COMPANY TO A HOLDER OF ANY LLC INTERESTS UPON WRITTEN REQUEST AND WITHOUT CHARGE.

Table of Contents

Page

		Page
Article I	REPRESENTATIONS AND WARRANTIES OF THE PARTIES	2
1.1	Representations and Warranties of the Company	2
1.2	Representations and Warranties of the Members	3
Article II	ORGANIZATION	3
2.1	Formation of Company	3
2.2	Name	4
2.3	Office; Agent for Service of Process	4
2.4	Term	4
2.5	Purpose and Scope	4
2.6	Authorized Acts	4
2.7	Fiscal Year	5
Article III	MEMBERS; CONTRIBUTIONS	5
3.1	Initial Capital Contributions	5
3.2	Interest Payments	6
3.3	Ownership and Issuance of Units	6
3.4	Vesting of Management Units; Profits Interests	6
3.5	Call Rights and Forfeiture	8
3.6	Voting Rights	11
3.7	Withdrawals	11
3.8	Liability of the Members Generally	11
3.9	Capital Accounts	11
Article IV	MANAGEMENT	12
4.1	Management and Control of the Company	12
4.2	Member Consent Required for Action	15
4.3	Selection Criteria	16
4.4	Certain Rights	16
4.5	Indemnification	16
4.6	Expense Sharing	19
Article V	DISTRIBUTIONS	19
5.1	Distributions Generally	19

Table of Contents
(continued)

Page

		Page
5.2	Regular Distributions	19
5.3	Tax Distributions	20
5.4	Distributions of Securities	20
5.5	Restricted Distributions	20
5.6	Withholding Tax Payments and Obligations	20
Article VI	ALLOCATIONS	21
6.1	General Application	21
6.2	Loss Limitation	22
6.3	Special Allocations	22
6.4	Transfer of Interest	23
6.5	Tax Allocations	24
Article VII	ACCOUNTING AND TAX MATTERS	25
7.1	Tax Returns	25
7.2	Tax Controversies	25
7.3	Accounting Methods; Elections; Information	26
7.4	Partnership Status	27
Article VIII	TRANSFERS OF UNITS	27
8.1	Restrictions on Transfers of Units	27
8.2	Tag-Along Rights	28
8.3	Transfers in Violation of Agreement	31
Article IX	LIQUIDITY RIGHTS	32
9.1	Put Rights; Duty to Negotiate; Appraisal	32
9.2	Management Member Put Rights; Appraisal	34
9.3	Significant Transactions	36
9.4	Call Rights	37
Article X	TAKE-ALONG RIGHT	39
10.1	Take-Along Right	39
Article XI	REDEMPTION RIGHTS	40
11.1	Redemption of Units	40
11.2	Redemption Closing	41

Table of Contents
(continued)

Page

11.3 Failure to Redeem 41
Article XII PRE-EMPTIVE RIGHTS 42
12.1 Issuance of New Units 42
Article XIII ACCESS, INFORMATION RIGHTS, CONFIDENTIALITY AND ADDITIONAL AGREEMENTS 43
13.1 Board Access 43
13.2 Information Rights 44
13.3 Confidentiality 45
Article XIV AMENDMENT AND TERMINATION 45
14.1 Amendment and Waiver 45
14.2 Amendments by the Board 45
14.3 Termination of Agreement 46
14.4 Termination as to a Party 46
Article XV DISSOLUTION; LIQUIDATION 46
15.1 Dissolution 46
15.2 Final Accounting 46
15.3 Liquidation 47
15.4 Cancellation of Certificate 47
Article XVI MISCELLANEOUS 47
16.1 Certain Defined Terms 47
16.2 Severability 64
16.3 Entire Agreement 64
16.4 Successors and Assigns 64
16.5 Counterparts 64
16.6 Remedies 64
16.7 Notices 64
16.8 Governing Law 65
16.9 Descriptive Headings 66
16.10 Business Opportunities 66
16.11 Appointment of Board as Attorney-in-Fact 66
16.12 Limited Authorization of Board 67

Page

16.13	No Third Party Beneficiaries	67
16.14	Other Instruments and Acts	67
16.15	Construction	68
16.16	Waiver of Action for Partition	68
16.17	Relations with Members	68
16.18	Accounting Considerations	68

Schedules

Schedule I – List of Members
Schedule II – Intercompany Agreements
Schedule III – Company Notes

Exhibits

Exhibit A – Notice
Exhibit B – Form of Joinder Agreement
Exhibit C – Company Incentive Plan

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT
OF
OPTIMAL BLUE HOLDCO, LLC
A DELAWARE LIMITED LIABILITY COMPANY

This Second Amended and Restated Limited Liability Company Agreement (this ***"Agreement"***) **of Optimal Blue Holdco, LLC**, a Delaware limited liability company (the ***"Company"***), is approved and delivered as of November 24, 2020, by the board of managers of the Company (the "***Board***"). **THL Optimal Blue Blocker Corp.**, a Delaware corporation ("***THL Holding Company***", and along with the direct or indirect owners of its equity securities, as applicable, ***"THL"*** or the ***"THL Holders"***), **Cannae Holdings, LLC**, a Delaware limited liability company (***"Cannae"***), **Black Knight Technologies, LLC**, a Delaware limited liability company (***"Parent"***), each member of management who hereafter is granted Class B Units pursuant to the Company Incentive Plan and becomes a party hereto (each, a ***"Management Member"***), and each other Person that is or may become listed on **Schedule I** hereto in accordance with the Agreement are sometimes referred to herein collectively as the ***"Members"*** and individually as a ***"Member."*** Certain capitalized terms used herein are defined in **Section 16.1**.

Whereas, the Company was formed as a Delaware limited liability company under the name "Optimal Blue Holdco, LLC" effective as of September 3, 2020 by the filing of a Certificate of Formation with the Delaware Secretary of State;

Whereas, the Company initially adopted a limited liability company agreement dated as of September 3, 2020 (the ***"Original Agreement"***);

Whereas, on July 26, 2020, Black Knight, Inc., a Delaware corporation ("***Black Knight***"), GTCR Fund XI/C LP, a Delaware limited partnership ("***GTCR Fund XI/C***"), GTCR/OB Blocker Corp., a Delaware corporation ("***GTCR Blocker***"), GTCR/OB Splitter LP, a Delaware limited partnership, OB Holdings I, LLC, a Delaware limited liability company ("***OB Holdings***" and, together with GTCR Fund XI/C, the "***Sellers***"), OB Acquisition, LLC, a Delaware limited liability company ("***OB Acquisition***"), and OB Holdings in its capacity as the Seller Representative, entered into that certain Equity Purchase Agreement (as it may be amended, modified or otherwise supplemented from time to time, the ***"Equity Purchase Agreement"***), pursuant to which the Company and Black Knight Optimal Blue, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("***Blocker Purchaser***"), as Black Knight's permitted assignees under the Equity Purchase Agreement, will acquire from the Sellers all of the issued and outstanding equity in OB Acquisition and GTCR Blocker (such transaction, the "***Transaction***");

Whereas, on July 26, 2020, Black Knight entered into those certain Forward Purchase Agreements with each of Cannae and THL (the "***Forward Purchase Agreements***"), pursuant to which each of Cannae and THL agreed to purchase Class A Units of the Company subject to the terms and conditions therein;

Whereas, on September 15, 2020, Parent (i) made (or caused to be made) a capital contribution and (ii) contributed (or caused to be contributed) all of the equity interests of Compass Analytics, LLC, a California limited liability company ("***Compass***"), to the Company in exchange for Class A Units, pursuant to that certain Contribution Agreement by and among Black Knight InfoServ, LLC, a Delaware limited liability company, Parent, the Company, Blocker Purchaser, OB Acquisition, Optimal Blue Holdings, LLC, a Delaware limited liability company, and Compass (the "***Contribution Agreement***") subject to the terms and conditions therein;

Whereas, the Company wishes to grant Class B Units to certain members of management from time to time subject to the terms set forth herein, in the Company Incentive Plan and in the Award Agreements;

Whereas, in connection with the transactions contemplated by the Contribution Agreement, the Equity Purchase Agreement and the Forward Purchase Agreements, (i) the Company, (ii) THL Holding Company, (iii) Parent, (iv) Cannae and (v) Black Knight (solely for the purposes of **Article VII**, **Article IX**, **Article XI** and **Article XVI** thereof) entered into that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of September 15, 2020 (the "***A&R LLC Agreement***");

Whereas, pursuant to Section 14.2(b) of the A&R LLC Agreement, the Board has the power to amend the A&R LLC Agreement to reflect changes of an inconsequential nature that do not adversely affect any Member in any respect; and

Whereas, on November 24, 2020, the Board approved this Agreement in its entirety as set forth herein to reflect changes of an inconsequential nature that do not adversely affect any Member in any respect.

Now, Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

1.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each Member that as of the date of this Agreement:

(a) it is a limited liability company duly formed, validly existing and in good standing under the laws of the state of its formation, it has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action;

(b) this Agreement has been duly and validly executed and delivered by it and (assuming the due execution hereof by the Members) constitutes a legal and binding obligation of the Company, enforceable against it in accordance with its terms; and

(c) the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby will not, with or without the giving of notice or lapse of time, or both, (i) violate any provision of law, statute, rule or regulation to which the Company is subject, (ii) violate any order, judgment or decree applicable to the Company or (iii) conflict with, or result in a breach or default under, any term or condition of the Company's organizational documents or any agreement or instrument to which the Company is a party or by which it is bound.

1.2 Representations and Warranties of the Members. Each Member (as to himself, herself or itself only) represents and warrants to the Company and each other Member that, as of the time such Member becomes a party to this Agreement:

(a) he or she is a natural person, or it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, or it is a limited partnership or a limited liability company duly formed, validly existing, and in good standing under the laws of its state of formation, as the case may be, it has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate, partnership or limited liability company action, as the case may be;

(b) this Agreement (or the separate joinder agreement, in the form attached hereto as **Exhibit B**, executed by such Member) has been duly and validly executed and delivered by such Member, and this Agreement (or such joinder, assuming the due execution hereof or thereof by the Company) constitutes a legal and binding obligation of such Member, enforceable against such Member in accordance with its terms; and

(c) the execution, delivery and performance by such Member of this Agreement (or any joinder to this Agreement, if applicable, in the form attached hereto as **Exhibit B**) and the consummation by such Member of the transactions contemplated hereby (and thereby, if applicable) will not, with or without the giving of notice or lapse of time, or both, (i) violate any provision of law, statute, rule or regulation to which such Member is subject, (ii) violate any order, judgment or decree applicable to such Member or (iii) conflict with, or result in a breach or default under, any term or condition of any agreement or other instrument to which such Member is a party or by which such Member is bound.

ARTICLE II
ORGANIZATION

2.1 Formation of Company. The Certificate has heretofore been duly filed with the Secretary of State of the State of Delaware. Upon the execution of this Agreement, each Manager shall be designated as an authorized person within the meaning of the Act. The rights,

powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is Optimal Blue Holdco, LLC. The Company Business shall be conducted under such name or under such other names as the Board may deem appropriate in compliance with applicable law.

2.3 Office; Agent for Service of Process. The address of the Company's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company. The Board may change the registered office and the registered agent of the Company from time to time. The Company shall maintain a principal place of business and office(s) at such place or places as the Board may from time to time designate.

2.4 Term. The term of the Company shall continue until the dissolution of the Company in accordance with the provisions of **Article XV** or as otherwise provided by law.

2.5 Purpose and Scope.

(a) The purpose and business of the Company (the ***"Company Business"***) is to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the Company Business and for the protection and benefit of the Company, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Company by the Board pursuant to this Agreement, including pursuant to **Section 2.6**.

2.6 Authorized Acts. In furtherance of the Company Business, but subject to all other provisions of this Agreement, the Board, on behalf of the Company, is hereby authorized and empowered:

(a) To do any and all things and perform any and all acts necessary or incidental to the Company Business and otherwise in accordance with law;

(b) To enter into, and take any action under, any contract, agreement or other instrument as the Board shall determine to be necessary or desirable to further the objects and purposes of the Company, including contracts or agreements with any Member or prospective Member;

(c) To open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(d) To hire, for usual and customary payments and expenses, employees, consultants, brokers, attorneys, accountants and such other agents for the Company as it may deem necessary or advisable, and authorize any such agent to act for and on behalf of the Company;

(e) To incur expenses and other obligations on behalf of the Company in accordance with this Agreement, and, to the extent that funds of the Company are available for such purpose, pay all such expenses and obligations;

(f) To borrow money or guarantee any obligation, which borrowing or guarantee shall be on such terms as the Board shall determine;

(g) To make loans to and investments in Subsidiaries or other Persons;

(h) To merge or consolidate with or convert into another limited liability company (organized under the laws of Delaware or any other state), a corporation (organized under the laws of Delaware or any other state) or any other "business entity" (as defined in Section 18-209(a) of the Act), regardless of whether the Company is the survivor of such merger or consolidation;

(i) To bring and defend actions and proceedings at law or in equity and before any governmental, administrative or other regulatory agency, body or commission;

(j) To establish reserves in accordance with this Agreement or the Act for contingencies and for any other purpose of the Company;

(k) To prepare and file all necessary returns and statements, pay all taxes, assessments and other impositions applicable to the assets of the Company, and withhold amounts with respect thereto from funds otherwise distributable to any Member;

(l) To determine the accounting methods and conventions to be used in the preparation of any accounting or financial records of the Company; and

(m) To act for and on behalf of the Company in all matters incidental to the foregoing.

2.7 Fiscal Year. The fiscal year (the ***"Fiscal Year"***) of the Company shall end on December 31st unless, for Federal income tax purposes, another Fiscal Year is required. The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

ARTICLE III
MEMBERS; CONTRIBUTIONS

3.1 Initial Capital Contributions. The Members have made initial Capital Contributions (the ***"Initial Capital Contributions"***) as reflected in **Schedule I** hereto and in the capital accounts on the register of the Company, maintained by the Company in accordance with

Article VII hereof (the ***"Company Register"***). The initial Capital Accounts of the Members shall be equal to the Initial Capital Contributions reflected on **Schedule I** hereto. **Schedule I** hereto shall be amended from time to time in accordance with **Article XIV** to reflect any additional Capital Contributions made by the Members.

3.2 Interest Payments. No interest shall be paid to any Member on any Capital Contributions. The value of all Capital Contributions shall be denominated in U.S. dollars.

3.3 Ownership and Issuance of Units.

(a) (i) The Company has issued units (the ***"Class A Units"***) to each Class A Member in respect of the Class A Interest of such Member. Each Class A Member owns that number of Class A Units as appears next to its name on the Company Register.

(i) The Company has issued units (the ***"Class B Units"***) to each Class B Member in respect of the Class B Interest of such Member. Each Class B Member owns that number of Class B Units as appears next to its name on the Company Register.

(b) The ownership of issued and outstanding Class A Units and Class B Units shall initially be set forth on Schedule I hereto, which schedule shall be amended from time to reflect any changes to the ownership of issued and outstanding Class A Units and Class B Units.

(c) The Board may issue up to 100,000,000 Class A Units and 11,111,111 Class B Units shall be reserved for issuance in the future to employees and/or Managers of the Company and/or its Subsidiaries in accordance with **Section 3.3(d)** and the terms of this Agreement.

(d) The Board shall have the authority to grant Class B Units to employees and/or Managers out of the number of Class B Units reserved for issuance to employees pursuant to **Section 3.3(c)** and to determine the terms and conditions of the Award Agreement to be executed by any such employee in connection with such grant (including terms and conditions relating to vesting, forfeiture, options to purchase and/or sell Class B Units upon termination of employment and purchase prices and terms of sale and purchase with respect thereto, and the like). The Class B Units issued under this **Section 3.3(d)** shall have a Hurdle Amount sufficient in the determination of the Board to cause such Class B Units to be properly treated as Profits Interests; *provided*, that the Class B Unit grant shall protect the Company and the Board from liability if any such Class B Units are not treated as Profits Interests for U.S. federal income tax purposes.

3.4 Vesting of Management Units; Profits Interests.

(a) Each Management Member, Manager or Member, in each case, subject to such Person's continued Employment on the applicable vesting date, shall vest in 100% of his or her Management Units on the third anniversary of such Management Member's, Manager's or Member's grant date, provided, however, that each Management Member, Manager or Member

shall vest in 100% of his or her Management Units immediately upon the consummation of a Sale of the Company.

(b) The Company and each Member agree to treat each Member's Class B Interest (such interest, a ***"Profits Interest"***) as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343. Notwithstanding anything to the contrary, distributions to each Class B Member (including any additional Class B Member, if any) pursuant to **Section 5.3** shall be limited to the extent necessary so that the Profits Interest of such Class B Member qualifies as a "profits interest" under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly. In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding a Class B Interest as the owner of such Interest from the date it is granted, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such Member allocating to such Member its distributive share of all items of income, gain, loss, deduction and credit associated with such Profits Interest as if it were fully vested. Each Class B Member agrees to take into account such distributive share in computing its federal income tax liability for the entire period during which it holds the Interest. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Profits Interest issued to a Class B Member, either at the time of grant of the Interest or at the time the Interest becomes substantially vested. The undertakings contained in this **Section 3.4(b)** shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. The provisions of this **Section 3.4(b)** shall apply regardless of whether or not the holder of a Class B Interest files an election pursuant to Section 83(b) of the Code.

(c) Safe Harbor Election.

(i) The Board is hereby authorized and directed to cause the Company to make an election (the ***"Safe Harbor Election"***) to value any Class B Interests issued by the Company as compensation for services to the Company (collectively, ***"Compensatory Interests"***), on the date of the issuance, at the liquidation value of such Compensatory Interests (i.e., a value equal to the amount that would be distributed under **Section 5.3** with respect to such Compensatory Interests in a Hypothetical Liquidation occurring immediately after the issuance of such Compensatory Interests and assuming for purposes of such Hypothetical Liquidation that all assets of the Company are sold for their fair market values (as reasonably determined by the Board) instead of their values as reflected for capital account purposes), as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(l) and IRS Notice 2005-43 (collectively, the ***"Proposed Rules"***). The Board shall cause the Company to make any allocations of items of income, gain, deduction, loss or credit (including forfeiture allocations and elections as to allocation periods) necessary or appropriate to effectuate and maintain the Safe Harbor Election.

(ii) Any such Safe Harbor Election shall be binding on the Company and on all of its Members with respect to all transfers of Compensatory Interests thereafter made by the Company while a Safe Harbor Election is in effect. A Safe Harbor Election once made may be revoked by the Board as permitted by the Proposed Rules or any applicable rule.

(iii) Each Member (including any person to whom a Compensatory Interest is transferred in connection with the performance of services), by signing this Agreement or by accepting such transfer, hereby agrees to comply with all requirements of the Safe Harbor Election with respect to all Compensatory Interests transferred while the Safe Harbor Election remains effective.

(iv) The Board shall cause the Company to file all returns, reports and other documentation as may be required to perfect and maintain the Safe Harbor Election with respect to transfers of Compensatory Interests covered by such Safe Harbor Election.

(v) The Board is hereby authorized and empowered, without further vote or action of the Members, to amend the Agreement as necessary to comply with the Proposed Rules or any rule, in order to provide for a Safe Harbor Election and the ability to maintain or revoke the same, and shall have the authority to execute any such amendment by and on behalf of each Member. Any undertakings by the Members necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and to the extent so reflected shall be binding on each Member, respectively.

(vi) Each Member agrees to cooperate with the Board to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Board.

3.5 Call Rights and Forfeiture.

(a) **(i)** When used in this Agreement, the term ***"Employment"*** or ***"Employed"*** refers to the employment of the Management Members, Managers or other service relationship with the Company or one of its Subsidiaries. Employment will be deemed to continue so long as the Management Member or a Manager is employed by, or otherwise is providing services to, the Company or its Subsidiaries in any capacity. If a Management Member's or Manager's Employment is with a Subsidiary and that entity ceases to be a Subsidiary, the Management Member's or Manager's Employment will be deemed to have terminated when the entity ceases to be a Subsidiary unless the Management Member or Manager transfers his or her Employment to the Company or one of its remaining Subsidiaries. For the avoidance of doubt, it is intended that the Employment status of the Management Member or Manager that is referred to in this Agreement will continue to refer to the Employment status of the original Management Member or Manager even if such Management Member's or Manager's Units have been transferred to another holder (a ***"Management Units Transferee"***). Upon any Management Member or Manager ceasing to be Employed by the Company or one of its Subsidiaries (a ***"Terminated Employee"***) for any reason (a ***"Termination Event"***), subject to the provisions of **Sections 3.5(a)(ii)**, **3.5(a)(iii)** and **3.5(b)**, except as may be mutually agreed in writing between the Company and such Terminated Employee pursuant to the Terminated Employee's Award Agreement, employment agreement or Manager service agreement or otherwise, the Company may, but shall not be required to, elect to purchase (or elect to have one or more designee(s) purchase, as provided in **Section 3.5(a)(iii)** below) and, if such option is exercised, such Terminated Employee or the Management Units Transferee shall sell to the Company (or the designee(s), if the Company so elects) all or any portion of the vested Management Units owned

by such Management Member or such Manager or the Management Units Transferee (the ***"Termination Securities"***) on the date of the occurrence of such Termination Event (the ***"Termination Date"***) at a price per Termination Security equal to the Termination Price (as determined pursuant to **Section 3.5(c)** below) and in connection with such repurchase shall execute a general release in favor of the Company, its officers, employees, members of the Board and Members (which such release shall be in a form reasonably acceptable to the Company) and such Members' respective Affiliates, equityholders, managers, partners, directors, officers and employees.

(ii) Except as provided for in an employment, Award Agreement or Manager service agreement, upon the termination of Employment of any Management Member with the Company or any of its Subsidiaries for any reason including death or disability, all unvested Management Units held by such Management Member or the Management Units Transferee shall be immediately and automatically cancelled and forfeited for no consideration.

(iii) The Company may exercise its right to purchase the Termination Securities pursuant to this **Section 3.5** at any time after the Termination Date, provided, that the Calculation Date and the date of closing of such purchase shall not occur earlier than the date that is six (6) months and one (1) day after the date the Termination Securities became vested, unless the Company determines that such delay is not necessary for the award pursuant to which such Class B Units were granted to be classified as an equity award under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, Stock Compensation (or any applicable successor standards). If the Company chooses to exercise its right to purchase any Termination Security pursuant to this Section 3.5, it shall choose the Calculation Date and date of closing of such purchase and shall notify the Terminated Employee in writing at least thirty (30) days before the date of closing of the purchase. The Company shall have the option to assign its right to purchase all or any portion of the Termination Securities under this **Section 3.5** to the Class A Members, *pro rata* (provided that if one or more Class A Members elects not to purchase any Termination Securities, the other Class A Members shall have the right to purchase such Termination Securities *pro rata*), and such Class A Members may exercise the Company's rights under this **Section 3.5** in the same manner in which the Company could exercise such rights.

(b) The closing of the purchase by the Company of Termination Securities pursuant to **Section 3.5(a)** shall take place at the principal office of the Company on the date chosen by the Company, which date shall in no event be more than thirty (30) days after determination of the Termination Price. If such date is not a business day, such purchase shall occur on the next succeeding business day. At such closing, (i) the Company shall pay the Terminated Employee or the Management Units Transferee the aggregate Termination Price and (ii) the Terminated Employee or the Management Units Transferee shall transfer the Termination Securities to the Company, free and clear of any lien or encumbrance, with any documentation reasonably requested by the Company to evidence such transfer, which documentation shall require the Terminated Employee or the Management Units Transferee to make the representations and warranties in the immediately succeeding sentence. If the Terminated Employee or the Management Units Transferee fails to execute and deliver all documentation

required by the Company on the scheduled closing date of such repurchase, the Company may elect to defer such closing or deposit the consideration representing the Termination Price with a bank or financial institution as escrow holder pending delivery of such documentation. In the event of the foregoing election to deposit the Termination Price into escrow, (i) such Management Units shall be deemed for all purposes to have been transferred to the purchasers thereof on the date such deposit is made; (ii) to the extent that such Management Units are evidenced by certificates, such certificates shall be deemed canceled and the Company shall issue new certificates in the name of the purchaser(s) thereof; (iii) the Company shall make an appropriate notation in its records to reflect the transfer of such Management Units to the purchaser(s) thereof; and (iv) the Person obligated to sell such Management Units shall merely be a creditor with respect to such Management Units with the right only to receive payment of the Termination Price, without interest, from the escrow funds. If, following the one year anniversary of the scheduled closing date for the purchase of such Termination Securities, the proceeds of sale have not been claimed by the Terminated Employee or the Management Units Transferee, the escrow deposit (and any interest earned thereon) shall, subject to the application of any applicable escheat laws, be returned to the Person originally depositing the same, and the Transferors whose Management Units were so purchased shall look solely to the purchaser(s) thereof for payment of the purchase price (subject to reduction for any payments made pursuant to any applicable escheat laws). The transfer of the Termination Securities and acceptance of the aggregate Termination Price by any Person selling such Termination Securities pursuant to this **Section 3.5** shall be deemed accompanied with a representation and warranty by such Person that: (1) such Person has full right, title and interest in and to such Termination Securities; (2) such Person has all necessary power and authority and has taken all necessary action to sell such Termination Securities as contemplated hereby; (3) such Termination Securities are free and clear of any and all liens or encumbrances; and (4) there is no adverse claim with respect to such Termination Securities.

(c) For purposes of this **Section 3.5**, unless otherwise provided in an Award Agreement, the ***"Termination Price"*** shall be an amount per Termination Security equal to the Fair Market Value of such Termination Security as of the Calculation Date.

(d) The Company shall pay the Termination Price in lump-sum cash, by wire transfer or by check; *provided, however*, if (i) such cash payment would result in a violation of any law, statute, rule, regulation, policy, order, writ, injunction, decree or judgment promulgated or entered by any federal, state, local or foreign court or governmental authority applicable to the Company or any of its Subsidiaries, or (ii) after giving effect thereto such payment would result in a default of a financing covenant, then such payment shall be made by delivery of an unsecured promissory note (the ***"Note"***) bearing interest at the Prime Rate and payable in two equal installments, plus interest, on the first and second anniversaries of the date of repurchase; *provided*, that the Note is subject to mandatory prepayment in full upon a Sale of the Company; *provided, further*, that at such times as any payment under the Note is prohibited under any credit agreement or bond indenture that applies to the Company, no such payment shall be made, and any such payment shall accrue and shall be paid promptly following the date and time that such prohibition no longer exists.

3.6 Voting Rights. Except as otherwise provided in the Act or as otherwise provided herein, Members holding Class A Units shall be entitled to one vote or consent right in respect of each Class A Unit with respect to any matters of the Company on which the holders of Class A Units are entitled to vote. Any action required or permitted to be taken by a vote of the Class A Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by at least the Class A Members whose consent or authorization would have been required in order to take action with respect to such consent or authorization at a meeting. Notwithstanding any other provision of this Agreement, Members holding Class B Units shall have no right to vote or consent on any matter under this Agreement or the Act, including the merger, consolidation, conversion or dissolution of the Company.

3.7 Withdrawals. Except as explicitly provided elsewhere herein, no Member shall have any right to (a) withdraw as a Member from the Company, (b) withdraw from the Company all or any part of such Member's Capital Contributions, (c) receive property other than cash in return for such Member's Capital Contributions or (d) receive any distribution from the Company, except in accordance with **Article V** and **Article IX**.

3.8 Liability of the Members Generally. Except as explicitly provided elsewhere herein or in the Act, no Member shall be liable for any debts, liabilities, contracts or obligations of the Company whatsoever. Each of the Members acknowledges that its Capital Contributions are subject to the claims of any and all creditors of the Company to the extent provided by the Act and other applicable law.

3.9 Capital Accounts. There shall be established and maintained for each Member a separate capital account ***("Capital Account"***). There shall be added to the Capital Account of each Member (a) such Member's Capital Contributions, (b) such Member's distributive share of Net Income and any item in the nature of income or gain that is specially allocated to the Member pursuant to **Section 6.3**, and (c) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member. There shall be subtracted from the Capital Account of each Member (a) the amount of any money, and the Gross Asset Value of any other property, distributed to such Member, (b) such Member's distributive share of Net Loss and any item in the nature of loss or expense that is specially allocated to such Member pursuant to **Section 6.3**, and (c) to the extent not duplicative of any liabilities calculated pursuant to the definition of "Capital Contribution", the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company. The foregoing provision and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In determining the amount of any liability for purposes of this **Section 3.9**, there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and Regulations. In the event of a Transfer in accordance with **Article VIII**, the transferee shall succeed to the Capital Account of the Transferor to the extent that it relates to the transferred interest.

ARTICLE IV
MANAGEMENT

4.1 Management and Control of the Company.

(a) The Members have established the Company as a "managers-managed" limited liability company and have designated a to manage the Company and its business and affairs. The Board shall consist of no more than nine (9) individuals. Each of the individuals appointed to the Board is referred to herein as a ***"Manager."*** The Managers shall be designated, in each case subject to the provisions of subparagraph (b) below, as follows:

(i) one (1) Manager designated by Cannae (each, a ***"Cannae Manager"***), who shall initially be David Ducommun, and who shall be such Manager so long as such individual has not duly resigned or been removed as a Manager in accordance with this Agreement and is an officer of Cannae or a managing director of Trasimene Capital Management, LLC (or equivalent or higher ranking employee of Cannae or its Affiliates), provided that any Manager replacing any initial Cannae Manager shall always be an individual designated by Cannae who is at least an officer of Cannae (or equivalent or higher ranking employee of Cannae);

(ii) two (2) Managers designated by THL (each, a ***"THL Manager"***), who shall initially be Thomas Hagerty and Ganesh Rao, and who shall be such Manager so long as such individual has not duly resigned or been removed as a Manager in accordance with this Agreement and is a principal of THL or its Affiliates (or equivalent or higher ranking employee of THL or its Affiliates), provided that any Manager replacing any initial THL Manager shall always be an individual designated by THL who is a principal of THL (or equivalent or higher ranking employee of THL);

(iii) no less than three (3) nor more than six (6) Managers designated by Parent (each, a ***"Parent Manager"*** and together, the "***Parent Managers***"), who shall be named by Parent following execution of this Agreement; *provided* that, it is acknowledged that any number of the Manager seats to be filled by the Parent at any time may remain vacant until such time as the Parent elects to fill such seats; and

(iv) any additional Managers designated as mutually agreed upon by the Parent Managers, the Cannae Manager and the THL Manager; *provided* that, for the avoidance of doubt, the consent of at least one Cannae Manager and at least one THL Manager shall be required for the appointment of any such additional Manager; and *provided further* that, it is acknowledged that any number of Manager seats to be filled by mutual agreement at any time may remain vacant until such time as the Managers mutually agree to fill such seats.

(b) If at any time Cannae ceases to own at least 33% of the Class A Units held by it as of the date hereof (subject to adjustment for Unit splits, combinations and similar events), the number of Managers Cannae is entitled to designate shall be decreased to zero, and the ability of Cannae to consent to any increases pursuant to **Section 4.1(a)(iii)** shall terminate and any determinations shall be made solely by Parent. In the event any such decrease results in

an undesignated Board seat, the remaining Managers may designate, by majority vote, a successor Manager to fill the vacancy created thereby or decrease the size of the Board by such seats.

(c) If at any time THL ceases to own at least 33% of the Class A Units held by it as of the date hereof (subject to adjustment for Unit splits, combinations and similar events), the number of Managers THL is entitled to designate shall be decreased to zero, and the ability of THL to consent to any increases pursuant to **Section 4.1(a)(iii)** shall terminate and any determinations shall be made solely by Parent. In the event any such decrease results in an undesignated Board seat, the remaining Managers may designate, by majority vote, a successor Manager to fill the vacancy created thereby or decrease the size of the Board by such seats.

(d) The chairman of the Board (the ***"Chairman"***) shall be elected by a majority vote of the Board; *provided, however*, that a Parent Manager, as designated by Parent, shall serve as the initial Chairman. The vice-chairman of the Board (the ***"Vice Chairman"***) shall be elected by a majority vote of the Board; *provided, however*, that a Parent Manager (distinct from the Chairman), as designated by Parent, shall serve as the initial Vice Chairman. If the Chairman is absent at any meeting of the Board, a majority of the Managers present shall designate another Manager to serve as interim chairman for that meeting.

(e) The Board shall hold no less than one (1) meeting per fiscal quarter, unless determined otherwise by the Board. At each meeting of the Board or any Committee at which a Quorum is present, (i) the Parent Managers shall be entitled to six (6) votes in the aggregate, divided evenly among the number of Parent Managers currently serving on the Board, (ii) each Cannae Manager shall be entitled to two (2) votes, and (iii) each THL Manager shall be entitled to one (1) vote, on each matter to be voted on at such meeting. Regular meetings of the Board may be held at such time and at such place as shall from time to time be determined by the Board and may be held without notice. Special meetings of the Board may be called by the Chairman or by the holders of at least 10% of all of the issued and outstanding Class A Units, or shall be called by the Secretary on the written request (email being sufficient) of at least two Managers. Written notice (email being sufficient) specifying the time and place of any special meeting shall be given to each Manager at least three (3) days before the date of such special meeting. Such notice may, but need not, specify the purpose or purposes of the special meeting.

(f) Each Manager shall hold office until a successor has been designated, or until such Person's earlier death, resignation or removal. If at any time any Manager ceases to serve on the Board (whether due to resignation, removal or otherwise), the applicable Member or Members shall designate a successor to fill the vacancy created thereby on the terms and subject to the conditions of paragraphs (a) and (b) above. Each Member agrees to vote, or cause to be voted, all voting Units of the Company over which such Member has the power to vote or direct the voting, and shall take all such other actions as shall be necessary or desirable to cause the designated successor be elected to fill such vacancy.

(g) Nothing in this Agreement shall be construed to impair any rights that the Members of the Company may have to remove any Manager for cause under applicable law or this Agreement, as the case may be. No such removal of an individual designated pursuant to

this **Section 4.1** for cause shall affect any of the Members' rights to designate a different individual pursuant to this **Section 4.1** to fill the position from which such individual was removed.

(h) Each Manager and any authorized Board observer shall be entitled to reimbursement from the Company for his or her reasonable out-of-pocket expenses (including air travel charged at no more than charter equivalent rates) incurred in attending any Board meeting.

(i) For so long as a Member has any designees on the Board, the Company shall maintain directors' and officers' liability insurance policies for Managers, directors and officers of Parent and its Subsidiaries (including the Company), with carriers that are "A rated" or better and with limits of at least $100.0 million of "Side A", "Side B" and "Side C" coverage (the ***"ABC Coverage"***), plus an additional $20.0 million of "Side A" coverage. In the event that a material claim or a series of claims are made during a term of coverage under such policies, such that it is reasonable to anticipate that less than $50 million of coverage would remain under such policies once the claim or claims are resolved, the Board may require and the Company agrees to purchase additional ABC Coverage such that there is a minimum of $50 million of ABC Coverage available to Managers, directors and officers of the Parent and its Subsidiaries during the term. The Company shall indemnify the Managers designated by the Members, as applicable, in accordance with this Agreement and each indemnification agreement entered into by the Company and such Manager.

(j) The Board may establish any committees of the Board as the Board shall approve (each, a ***"Committee"***), with such authority as the Board shall so determine from time to time.

(k) To the fullest extent permitted by the Act, the Board and its duly authorized committees shall have the exclusive right to manage and control the Company, and except as required by any provisions herein requiring the approval of the Members, the Members shall not have any voting or consent rights with respect to the actions of the Board or the Company. Except as otherwise specifically provided herein, the Board shall have the right to perform all actions necessary, convenient or incidental to the accomplishment of the purposes and authorized acts of the Company, as specified in **Sections 2.5** and **2.6**, and each Manager shall possess and may enjoy and exercise all of the rights and powers of a "manager" as provided in and under the Act; and each Manager shall be a "manager" for purposes of the Act; *provided, however*, that no individual Manager shall have the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditure or incur any obligations on behalf of the Company or authorize any of the foregoing.

(l) Unless expressly provided to the contrary in this Agreement, any action, consent, approval, election, decision or determination to be made by the Board under or in connection with this Agreement (including any act by the Board within its "discretion" under this Agreement and the execution and delivery of any documents or agreements on behalf of the Company) shall be in the sole and absolute discretion of the Board.

(m) Subject to **Section 4.2**, the Board, or any committee designated by the Board, may also take action without any meeting of the members of the Board by unanimous written consent of all of the members of the Board or all the members of such committee setting forth the action to be approved. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Delaware.

(n) Each Member hereby consents to the exercise by the Board of the powers conferred upon the Board by the Act and this Agreement with respect to the management and control of the Company. The Members shall not have any authority or right, in their capacities as Members of the Company, to act for or bind the Company.

(o) The Secretary shall keep regular minutes of the Board and all committee's proceedings. The minutes shall be placed in the minute book of the Company.

(p) Unless otherwise restricted by this Agreement, the Members, the Board, or the members of any Committee of the Board may participate in and hold a meeting of such Members, Board, or Committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.2 Member Consent Required for Action.

The following actions by the Company or any of its Subsidiaries shall require the prior written consent of Parent, Cannae and THL (in the case of Cannae and THL, if and for so long as each of Cannae and THL, as applicable, holds at least fifteen percent (15%) of its initial equity investment in the Company); *provided*, that the Members acknowledge and agree that (i) this **Section 4.2** shall cease to have any effect upon the occurrence of a Significant Transaction, (ii) **Section 4.2(d)** shall only apply to Cannae and (iii) **Section 4.2(e)** shall only apply to THL:

(a) amendments to, modifications to, or waivers of the certificate of formation or limited liability company agreement of the Company or to the comparable organizational documents of any of its Subsidiaries (i) if such amendment, modification or waiver would alter or change any rights specifically granted to Parent, Cannae or THL thereunder, (ii) that disproportionately and adversely affects the respective rights of Parent, Cannae or THL, as compared to the rights of the other Members, as applicable or (iii) which adversely affect the indemnification or exculpation of any Manager of the Company; *provided* that the Company shall consult with Cannae and THL, as applicable, before any amendments, modifications or waivers of the certificate of formation or limited liability company agreement of the Company or to the comparable organizational documents of any of its Subsidiaries take effect;

(b) entering into any contract or transaction, other than an Exempted Arrangement, which involves payments by any party of more than $1,500,000 annually in the aggregate, between any Member or any of its Affiliates, on the one hand, and the Company or

any of its Subsidiaries, on the other hand (excluding any pre-payments (as approved by the Board) of amounts due under any Company Note from time to time using excess cash of the Company);

(c) any (A) commencement of a case, proceeding or other action (1) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or (B) making of a general assignment for the benefit of its creditors;

(d) any (A) Sale of the Company or (B) liquidation, dissolution or similar proceeding with respect to the Company, in each case, solely to the extent that the Cannae Threshold Multiple of Investor Capital, assuming consummation of such transaction, would be less than 2.0; or

(e) any (A) Sale of the Company or (B) liquidation, dissolution or similar proceeding with respect to the Company, in each case, solely to the extent that the THL Threshold Multiple of Investor Capital, assuming consummation of such transaction, would be less than 2.0.

4.3 Selection Criteria. In the event that the Board determines to appoint a new Chief Executive Officer, Chief Financial Officer or Chief Operating Officer (or equivalent position) at any time or times, the Company shall select persons for such positions who meet criteria agreed to in advance by the Board in consultation with Cannae and THL.

4.4 Certain Rights. Each of the Company and Parent agree that Cannae and the THL Holders shall have the right to enforce on behalf of the Company all of the Company's rights under any agreement to which both of the Company (or any Subsidiary of the Company) and Parent (or any Affiliate of Parent, other than the Company and its Subsidiaries) are parties (regardless of whether there are any other parties thereto).

4.5 Indemnification.

(a) Actions other than by or in the Right of the Company. The Company shall indemnify any person who was or is a witness or a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a Manager, officer, Partnership Representative, "designated individual," employee or agent of the Company, or is or was serving at the request of the Company as a manager, director, officer, Partnership Representative, "designated individual," or employee of another limited liability company, corporation, partnership, joint venture, sole proprietorship, trust or other enterprise or employee benefit plan (including the heirs, executors, administrators or estate of such Person), against expenses (including attorneys' fees), judgments,

fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if (other than in situations where such person is a witness only) he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Actions by or in the Right of the Company. The Company shall indemnify any person who was or is a witness, a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Partnership Representative, "designated individual," or officer of the Company, or is or was serving at the request of the Company as a manager, director, Partnership Representative, "designated individual," or officer of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the action or suit (in the case where such person is a witness only) or the defense or settlement of such action or suit if (other than in the case where such person is a witness only) he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

(c) Success on the Merits. To the extent that any person described in subclause (a) or (b) of this **Section 4.5** has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(d) Specific Authorization. Any indemnification under subclause (a) or (b) of this **Section 4.5** (unless ordered by a court or subject to subclause (c) of this **Section 4.5**) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board by a majority vote of a Quorum consisting of Managers who were not parties to such action, suit or proceeding, or (2) if such a Quorum is not obtainable, or, even if obtainable, a Quorum of disinterested Managers so directs, by independent legal counsel in a written opinion, or (3) by the Members of the Company.

(e) Advance Payment. Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Sections to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Company as authorized in this **Section 4.5**.

(f) Non-Exclusivity; Primacy of Indemnification by the Company. The indemnification and advancement of expenses provided by, or granted pursuant to, the other provisions of this **Section 4.5** shall not be deemed exclusive of any other rights to which those persons provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of Members or disinterested Managers or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, it is acknowledged that certain persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Members of the Company or one or more of the affiliates of such Members of the Company other than the Company and its Subsidiaries (any of such entities, together with their affiliates (other than the Company and its Subsidiaries), the ***"Member Sponsors"***) as an employee of any of such entities (or their respective payroll companies) or pursuant to separate written agreements, which the Company and the Member Sponsors intend to be secondary to the primary obligation of the Company to provide indemnification as provided herein. If any Member Sponsor pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement or arrangement (whether pursuant to contract, by-laws or charter) to a person indemnifiable hereunder, then (i) the applicable Member Sponsor entity shall be fully subrogated to all of such person's rights with respect to such payment and (ii) the Company shall indemnify, reimburse and hold harmless the applicable Member Sponsor entity for the payments actually made. The Member Sponsors shall be third-party beneficiaries of this **Section 4.5**, having the rights to enforce this **Section 4.5**.

(g) Insurance. The Board may authorize the Company to purchase and maintain insurance on behalf of any person who is or was a Manager or officer of the Company, or is or was serving at the request of the Company as a manager, director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this **Section 4.5**.

(h) Continuation of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this **Section 4.5** shall continue as to a person who has ceased to be a Manager, director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) Severability. If any word, clause or provision of this **Section 4.5** or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

(j) Intent of Article. The intent of this **Section 4.5** is to provide for indemnification and advancement of expenses to the fullest extent permitted by applicable law. To the extent that such law or any successor section may be amended or supplemented from time to time, this **Section 4.5** shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

4.6 Expense Sharing. The Company shall reimburse all reasonable, out-of-pocket expenses of Black Knight, Parent, THL and Cannae incurred in conducting diligence, the negotiation, execution and delivery and performance of this Agreement, the Equity Purchase Agreement and otherwise in connection with the Transaction including, without limitation, financing fees, filing fees, Transaction Fees, and any fees and expenses of consultants, underwriters, lawyers, tax and accounting advisors, but not financial advisors (other than financial advisors being paid a Transaction Fee) (collectively, the "***Transaction Expenses***"). In addition, each of Parent, THL and Cannae agrees to bear its *pro rata* share, in accordance with their respective Percentage Interest, of the cost of the interest incurred (whether accrued or paid) by Black Knight InfoServ, LLC in connection with the 3.625% Senior Notes Due September 1, 2028 from August 26, 2020 through, but not including, the date of Closing. If the Company agrees to pay Parent, Cannae or THL any management advisory fees, such fees shall be paid *pro rata* to each of Parent, Cannae and THL in proportion to their Percentage Interest; *provided*, however, that any fees paid for the provision of "Corporate Services" under the intercompany agreement listed on **Schedule II** hereto shall not be considered management advisory fees for purposes of this **Section 4.6**.

ARTICLE V
DISTRIBUTIONS

5.1 Distributions Generally. The Members shall be entitled to receive (a) Regular Distributions when and as determined by the Board, out of funds of the Company legally available therefor, net of any Reserves, payable on such payment dates to Members on such record date as shall be determined by the Board, and (b) Tax Distributions as set forth in **Section 5.3**. All determinations made pursuant to this **Article V** shall be made by the Board in its sole discretion. To the extent that the Board determines that any distributions shall be made to the Members, such distributions shall be made in accordance with the provisions of this **Article V**.

5.2 Regular Distributions. Subject to **Section 3.4(b)**, Regular Distributions shall be made,

(a) first, to the Class A Members, pro rata in accordance with their respective Unreturned Capital Contributions, until the amount of each Class A Member's Unreturned Capital Contributions have been reduced to zero; and

(b) thereafter, 100% to the Class A Members and Class B Members in respect of their vested Class B Units, pro rata, in accordance with their respective number of outstanding Class A Units and vested Class B Units.

Notwithstanding the foregoing, no holder of a Class B Unit issued after the date hereof shall be entitled to receive any distributions (other than Tax Distributions) with respect to such Class B Unit unless and until the aggregate amount of distributions made after the issuance of such Class B Unit to the Members in respect of their Units outstanding at the time of the issuance of such Class B Unit equals the Hurdle Amount with respect to such Class B Unit.

For purposes of determining the amount of distributions under this **Section 5.2**, each Member holding a Unit shall be treated as having received any amounts received by any prior Member holding such Unit in connection with any prior distributions made under this **Section 5.2**.

5.3 Tax Distributions. Notwithstanding the foregoing distribution provisions of this **Article V**, (i) each Corporate Member shall be entitled to a Tax Distribution equal to the Corporate Tax Rate multiplied by the cumulative taxable income allocated to the Member for all previous years pursuant to this Agreement plus an estimate for current year to date taxable income (after taking into account cumulative taxable losses allocated to the Member), taking into account capital losses only when, on a standalone basis, they can be deducted against capital gains allocated to the Member under this Agreement, and reduced by prior Tax Distributions and (ii) each Non-Corporate Member shall be entitled to a Tax Distribution equal to the Non-Corporate Tax Rate multiplied by the cumulative taxable income allocated to the Member for all previous years pursuant to this Agreement plus an estimate for current year to date taxable income (after taking into account cumulative taxable losses allocated to the Member), taking into account capital losses only when, on a standalone basis, they can be deducted against capital gains allocated to the Member under this Agreement, and reduced by prior Tax Distributions. Tax Distributions shall be made subject to restrictions under the financing arrangements of the Company and its Subsidiaries and shall be made as a priority distribution under this **Article V** and not as an advance against distributions under **Section 5.2**. Tax Distributions will be timed in such a manner as to provide the direct or indirect holders of Units with such distributions prior to the due date for their respective estimated tax and actual tax payment obligations.

5.4 Distributions of Securities. Other than with respect to Tax Distributions pursuant to **Section 5.3**, which shall be paid in cash, the Board is authorized, in its sole discretion, to make distributions to the Members in the form of Securities or other property received or otherwise held by the Company; provided, however, that, in the event of any such non-cash distribution, such Securities or other property shall be valued at the fair market value thereof (as reasonably determined by the Board) and shall be distributed to the Members in the same proportion that cash received upon the sale of such Securities or other property at such fair market value would have been distributed pursuant to **Sections 5.2** or **5.3**.

5.5 Restricted Distributions. Notwithstanding anything to the contrary contained herein, the Company, and the Board on behalf of the Company, shall not make a distribution to any Member if such distribution would violate the Act or other applicable law.

5.6 Withholding Tax Payments and Obligations. In the event that withholding taxes are paid or required to be paid in respect of amounts distributed, or distributive share allocated, by the Company, such payments or obligations shall be treated as follows:

(a) Payments by the Company. The Company is authorized to withhold from any payment made to, or any distributive share of, a Member, any taxes required by law to be withheld, and in such event, such taxes shall be treated as if an amount equal to such withheld taxes had been paid to the Member rather than paid over to the taxing authority.

(b) Over-withholding. Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any Member's interest in the Company, and, in the event of over withholding, a Member's sole recourse shall be to apply for a refund from the appropriate governmental authority. Any refunds of withheld taxes received by the Company shall be allocated and distributed in the manner, as reasonably determined by the Board, that will as closely as practicable put the Members in the position that they would have been in had the Company not withheld such refunded tax.

(c) Certain Withheld Taxes Treated as Demand Loans. Any taxes withheld pursuant to **Section 5.6(a)** shall be treated as if distributed to the relevant Member to the extent an amount equal to such withheld taxes would then be distributable to such Member and, to the extent in excess of such distributable amounts, as a demand loan payable by the Member to the Company with interest at the lesser of (a) the Prime Rate per annum, and (b) the highest rate per annum permitted by law. The Board may, in its discretion, either demand payment of the principal and accrued interest on such demand loan at any time, and enforce payment thereof by legal process, or may withhold from one or more distributions to a Member amounts sufficient to satisfy such Member's obligations under any such demand loan.

(d) Indemnity. In the event that the Company, or the Board or any Affiliate thereof, becomes liable as a result of a failure to withhold and remit taxes in respect of any Member, then such Member (or, if applicable, former Member) shall indemnify and hold harmless the Company, or the Board, as the case may be, in respect of all taxes, including interest and penalties, and any reasonable expenses incurred in any examination, determination, resolution and payment of such liability. The provisions contained in this **Section 5.6(d)** shall survive the termination of the Company and the withdrawal of any Member.

ARTICLE VI
ALLOCATIONS

6.1 General Application. Except as explicitly provided elsewhere herein, the items of income, gain, loss or deduction of the Company comprising Net Income or Net Loss for a Fiscal Year shall be allocated among the Persons who were Members during such Fiscal Year in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (a) the distributions that would be made to such Member pursuant to **Article XV** if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied (limited in the case of each Nonrecourse Liability to the Gross Asset Value of the assets securing such liability) and the net assets of the Company were distributed in accordance with **Section 15.3(c)(ii)** to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain, Member Nonrecourse Debt Minimum Gain and

the amount such Member would be obligated to contribute to the capital of the Company, computed immediately prior to the hypothetical sale of the assets.

6.2 Loss Limitation. Notwithstanding anything to the contrary in **Section 6.1** but subject to the last sentence of this **Section 6.2**, the amount of items of Company expense and loss allocated pursuant to **Section 6.1** to any Member shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year, unless each Member would have an Adjusted Capital Account Deficit. All such items in excess of the limitation set forth in this **Section 6.2** shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit *pro rata* in proportion to their Capital Account balances, adjusted as provided in clauses (a) and (b) of the definition of "Adjusted Capital Account Deficit," until no Member would be entitled to any further allocation, and thereafter to the Members in a manner determined in good faith by the Board taking into account the relative economic interests of the Members of the Company.

6.3 Special Allocations. The following special allocations shall be made in the following order and immediately prior to the general allocations of **Section 6.1**:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a Fiscal Year in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this **Article VI**, each Member shall receive such special allocations of items of Company income and gain as are required in order to conform to Regulations Section 1.704-2.

(b) Qualified Income Offset. Notwithstanding any other provision of this **Article VI**, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Regulations Section 1.704-1(b)(2)(ii)(d)(3), provided that any allocation under this **Section 6.3(b)** shall be made only if and to the extent that a Member would have a deficit Capital Account balance in excess of such sum after all allocations provided for in this **Article VI** have been tentatively made as if this **Section 6.3(b)** were not in this Agreement.

(c) Deficit Capital Accounts Generally. In the event that a Member has a deficit Capital Account balance at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is then obligated to restore pursuant to this Agreement, and (ii) the amount such Member is then deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), respectively, such Member shall be specially allocated items of Company income and gain in an amount of such excess as quickly as possible, provided that any allocation under this **Section 6.3(c)** shall be made only if and to the extent that a Member would have a deficit Capital Account balance in excess of such sum after all allocations provided for in this **Article VI** have been tentatively made as if **Section 6.3(b)** and this **Section 6.3(c)** were not in this Agreement.

(d) Deductions Attributable to Member Nonrecourse Debt. Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially

allocated to the Members in the manner in which they share the economic risk of loss (as defined in Regulations Section 1.752-2) for such Member Nonrecourse Debt.

(e) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be specially allocated to the Members in a manner determined in good faith by the Board taking into account the relative economic interests of the Members of the Company.

(f) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with Regulations Section 1.704-1(b)(2)(iv)(m).

(g) Regulatory Allocations. The allocations set forth in **Sections 6.2**, **6.3(b)** and **6.3(c)** (the ***"Regulatory Allocations"***) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, the Regulatory Allocations will be offset with special allocations of other items of Company income, gain, loss or deduction pursuant to this **Section 6.3**. Therefore, notwithstanding any other provision of this **Article VI** (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after the offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to **Section 6.1**. In exercising its discretion pursuant to this **Section 6.3(g)**, the Board shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

6.4 Transfer of Interest. In the event of a transfer of all or part of an LLC Interest (in accordance with the provisions of this Agreement) or the admission of a new Member (in accordance with the provisions of this Agreement) the Company's taxable year shall close with respect to the transferring Member, and such Member's distributive share of all items of profits, losses and any other items of income, gain, loss or deduction shall be determined using the interim closing of the books method under Section 706 of the Code and Regulations Section 1.706-1(c)(2)(i) unless the Board determines that there would be no substantial difference between the results under closing of the books and a pro rata method as described in Regulations Section 1.706-4(d). Except as otherwise provided in this **Section 6.4**, in all other cases in which it is necessary to determine the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Section 706 of the Code and the Regulations thereunder.

6.5 Tax Allocations.

(a) Section 704(b) Allocations.

(i) Except as provided in **Section 6.5(b)** below, each item of income, gain, loss, deduction or credit for U.S. federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Income or Net Loss or is specially allocated pursuant to **Section 6.3** (a ***"Book Item"***) shall be allocated among the Members in the same proportion as the corresponding Book Item.

(ii) (A) If the Company recognizes Depreciation Recapture in respect of the sale of any Company asset,

(1) the portion of the gain on such sale which is allocated to a Member pursuant to **Section 6.1** or **Section 6.3** shall be treated as consisting of a portion of the Company's Depreciation Recapture on the sale and a portion of the balance of the Company's remaining gain on such sale under principles consistent with Regulations Section 1.1245-1, and

(2) if, for U.S. federal income tax purposes, the Company recognizes both "unrecaptured Section 1250 gain" (as defined in Section 1(h) of the Code) and gain treated as ordinary income under Section 1250(a) of the Code in respect of such sale, the amount treated as Depreciation Recapture under **Section 6.5(a)(ii)(A)(1)** shall be comprised of a proportionate share of both such types of gain.

(B) For purposes of this **Section 6.5(a)(ii)**, ***"Depreciation Recapture"*** means the portion of any gain from the disposition of an asset of the Company which, for U.S. federal income tax purposes, (1) is treated as ordinary income under Section 1245 of the Code, (2) is treated as ordinary income under Section 1250 of the Code, or (3) is "unrecaptured Section 1250 gain" as such term is defined in Section 1(h) of the Code.

(b) Section 704(c) Allocations. In the event that any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis (whether as a result of a contribution of such property or a revaluation of such property pursuant to clause (b) of the definition of "Gross Asset Value"), then allocations of taxable income, gain, loss and deductions with respect to such property shall be made using the traditional method provided for in Regulations Section 1.704-3(b).

(c) Credits. All tax credits shall be allocated among the Members as determined by the Board in its reasonable discretion, consistent with applicable law.

(d) Capital Accounts. The tax allocations made pursuant to this **Section 6.5** shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

ARTICLE VII
ACCOUNTING AND TAX MATTERS

7.1 Tax Returns. The Board, at the expense of the Company, shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. The Board will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, information with respect to the Company as may be necessary for the preparation of such Person's Federal, state and local income tax returns for such Fiscal Year. The Company shall (i) use commercially reasonable efforts to provide THL and Cannae an estimated IRS Schedule K-1 within sixty (60) days and a final IRS Schedule K-1 within 120 days after each Fiscal Year end, and (ii) provide any additional tax information reasonably requested by THL or Cannae for the purpose of filing tax returns or reports or providing tax information to its underlying owners.

7.2 Tax Controversies. Black Knight is hereby designated the ***"Partnership Representative"*** and shall serve as the partnership representative (as defined in Section 6223 of the Code) and any similar role under any similar state or local law and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings; provided, however, that at all times the Partnership Representative shall serve in such capacity under the oversight, and at the direction, of the Board. The Partnership Representative shall have the authority to designate from time to time a "designated individual" to act on behalf of the Partnership Representative, and such designated individual shall be subject to replacement by the Partnership Representative. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and each such Member further agrees that such Member shall not treat any Company item inconsistently on such Member's income tax return with the treatment of the item on the Company's return and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company, unless previously authorized to do so in writing by the Partnership Representative, which authorization may be withheld by the Partnership Representative in its sole discretion. The Company shall, at the Company's expense, make its employees and outside tax professionals available to Black Knight as reasonably requested by Black Knight to assist and advise Black Knight in connection with its duties as the Partnership Representative. To the extent and in the manner provided by applicable Code sections and regulations thereunder, the Partnership Representative shall (a) inform each Member of administrative or judicial proceedings for the adjustment of Company items required to be taken into account by a Member for income tax purposes, (b) furnish a copy of each notice or other communication received by the Partnership Representative from the IRS to each Member, except such notices or communications as are sent directly to such Member by the IRS and (c) reasonably consult with Cannae and THL on its approach to any such proceedings. If Black Knight ceases to be the Partnership Representative for any reason, the Class A Members, by a vote of a Majority in Interest of the Class A Members, shall appoint a new Partnership Representative. The Partnership Representative may resign at any time. The Company shall reimburse the Partnership Representative for any expenses that the Partnership Representative

incurs in connection with its obligations as the Partnership Representative. In the event that the Company is liable for Federal income taxes, including interest and penalties thereon, pursuant to Section 6225 of the Code (and/or any successor provisions thereto), with respect to any adjustment resulting from a Federal income tax audit of the Company or any entity that is treated as transparent for Federal income tax purposes and in which the Company owns an interest, the Partnership Representative shall use commercially reasonable efforts and take commercially reasonable action to allocate any such taxes, penalties or interest to those Members or former Members to whom such amounts are attributable, as reasonably determined by the Partnership Representative taking into account the Code, Regulations and other applicable guidance thereon and the applicable facts and circumstances, including the tax status, action or inaction of each Member. In the case of any partnership adjustment resulting from an income tax audit of the Company, the Company (i) shall, at Cannae and THL's expense, use reasonable best efforts to obtain any available "modification" on account of Cannae and THL's (or its underlying owners') tax status or attributes or otherwise; provided that Cannae and THL timely furnishes the Company all relevant information necessary to obtain such modification, and (ii) shall allocate the benefit of such modification to Cannae or THL. Neither the Partnership Representative nor the designated individual shall be liable to the Company or the Members for acts or omissions taken or suffered by it in its capacity as either the Partnership Representative or designated individual, as the case may be, in good faith; provided that such act or omission is not in willful violation of this Agreement and does not constitute gross negligence, fraud or a willful violation of law.

7.3 Accounting Methods; Elections; Information.

(a) The Board shall determine the accounting methods and conventions to be used in the preparation of the Company's tax returns and shall make any and all elections under the tax laws of the United States and any other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit of the Company, or any other method or procedure related to the preparation of the Company's tax returns; provided that the Company shall use the "traditional method" pursuant to Regulations Section 1.704-3(b) of making Section 704(c) allocations.

(b) To the extent that any method, convention, election, procedure or determination relating to taxes or tax returns of the Company or its Members would reasonably be expected to have a disproportionate and adverse effect on Cannae or THL Holders when considered in the aggregate relative to the effect on Black Knight or its Affiliates, the decision to use (and extent of use of) such method, convention, election, or procedure shall require the approval of Cannae or THL, as applicable, (if and for so long as Cannae or THL holds at least fifteen (15%) of its initial equity investment in the Company); provided, that this restriction shall not prevent the Company from using the traditional method pursuant to Regulation Section 1.704-3(b) for making Section 704(c) allocations; and *provided further*, that this restriction shall have no further effect following the occurrence of a Significant Transaction. To the extent that the Company makes any material change to any accounting method, convention, election or procedure relating to Taxes, the determination whether to make such change shall be made by the Board (or by a committee of the Board on which one or more designees of Cannae or THL

Holders serve); *provided* that this restriction shall have no further effect following the occurrence of a Significant Transaction.

(c) Notwithstanding anything to the contrary in this Agreement, Black Knight, Cannae, and THL shall each have the right to require that the Company (or any subsidiary of the Company treated as a partnership for U.S. federal income tax purposes) make an election under Section 754 of the Code in connection with any transaction described in **Section 9.1, Section 9.3,** or **Section 11.1** or any Significant Transaction.

(d) The Partnership Representative and the Company shall provide Cannae and THL Holders with any information and assistance relating to taxes and tax matters of the Company reasonably requested by Cannae and THL Holders, as applicable.

7.4 Partnership Status. The Members intend, and the Company shall take no position inconsistent with, treating the Company as a partnership for United States federal, state and local income and franchise tax purposes prior to a Public Offering.

ARTICLE VIII
TRANSFERS OF UNITS

8.1 Restrictions on Transfers of Units.

(a) Prior to the completion of the Company's first Public Offering, no Member may Transfer any Units, except in an Exempt Transfer or otherwise in accordance with the applicable terms of this Agreement. To the extent Cannae, THL or Parent (as applicable) Transfers any or all of its Units pursuant to an Exempt Transfer, the defined terms (i) "Cannae", (ii) "THL" and "THL Holders" and (iii) Parent, as applicable, shall be deemed to include the Transferee of such Exempt Transfer.

(b) No Transfer of any Units by any Member shall become effective unless and until the Transferee (unless such Transferee already is party to this Agreement) executes and delivers to the Company a counterpart to this Agreement, agreeing to be treated in the same manner as the transferring Member. Upon such Transfer and such execution and delivery, the Transferee acquiring Transferred Units shall be bound by, and entitled to the benefits of, this Agreement in the same manner as the transferring Member; provided that no Transferee of Cannae or THL (other than a Transferee pursuant to clauses (d) through (g) of the definition of an Exempt Transfer) shall be entitled to any of the rights of Cannae or THL set forth in this Agreement (or the benefits hereunder) other than **Article III, Section 4.5, Article V, Article VI, Article VII, Section 8.2**, **Article XI**, **Article XII**, **Section 13.2(a) - (c)**, **Article XIV, Article XV** and **Article XVI**.

(c) No Units may be transferred by a Member (other than pursuant to an effective registration statement under the Securities Act) unless, if requested by the Company, such Member first delivers to the Company an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Company, to the effect that such Transfer is not required to be registered under the Securities Act or applicable state securities laws. The Board may waive

such opinion requirement on advice of counsel acceptable to the Board. In addition to any other restrictions on Transfer imposed by this Agreement, no Member may Transfer any Unit (i) if the Board determines that the Company could, as a result of such Transfer, be treated as a "publicly traded partnership" within the meaning of Section 7704(b) of the Code and (ii) without first delivering to the Board, if requested, an opinion of nationally recognized tax counsel or consultant (reasonably acceptable in form and substance to the Board) that such Transfer will not cause the Company to be deemed a "publicly traded partnership" as such term is defined in Section 7704(b) of the Code or otherwise cease to be taxable as a partnership for federal income tax purposes.

(d) Notwithstanding anything to the contrary herein, without the prior written approval of Parent, in no event shall Cannae, THL or any Class B Unit Holder Transfer any Units of the Company to any Competitive Business (as defined below) or any direct or indirect Affiliate thereof. ***"Competitive Business"*** shall mean the business competitors of the Company, Parent or Black Knight, including Sagent Lending Technologies, Ellie Mae, Blend, Blue Sage Solutions and Fiserv. For the avoidance of doubt, Competitive Business shall not include any private equity firm or other investor that holds an investment in a Competitive Business, except for Fiserv.

(e) Any Member who effectively Transfers any Units pursuant to this **Article VIII** shall cease to be a Member with respect to such Units and shall no longer have any rights or privileges of a Member with respect to such Units (it being understood, however, that the applicable provisions of **Section 4.5** shall continue to inure to such Person's benefit). Nothing contained herein shall relieve any Member who Transfers any Units from any liability or obligation of such Member to the Company or the other Members with respect to such Units that may exist on the date of such Transfer or that is otherwise specified in the Act and incorporated into this Agreement or for any liability to the Company or any other Person for any breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in other agreements with the Company.

(f) For the avoidance of doubt, the Transfer restrictions in this Agreement may not be avoided by Transferring a beneficial ownership or economic interest in Units by means of a Transfer of Securities of any Person that is itself a direct or indirect holder of Units. To the extent the foregoing or the other provisions of this Agreement would require that the Transfer restrictions in this Agreement apply to Securities of another Person that directly or indirectly holds Units then the exceptions to such Transfer restrictions shall also be read to apply to the Transfer of such other Securities.

(g) For the avoidance of doubt, the Transfer restrictions in this Agreement shall not apply to a Black Knight Change of Control or a change of control of Cannae or THL.

8.2 Tag-Along Rights.

(a) At any time after the date of this Agreement, if Cannae, THL or Parent (the ***"Selling Holder"***) proposes to Transfer any Units (the ***"Tag-Along Sale"***) in accordance with this Agreement, the Selling Holder shall, before such Transfer deliver to the Company and

to the other Members (the ***"Other Unit Holders"***) at least thirty (30) days prior written notice of such proposed Transfer (the ***"Sale Notice"***) and the terms of such Transfer, including (A) the number of Units to which the Transfer relates (the ***"Offered Class A Units"***), (B) the fraction expressed as a percentage, determined by dividing the number of units of Class A Units to be purchased from the Selling Holder in such Transfer by the total number of Class A Units held by such Selling Holder (the ***"Tag-Along Sale Percentage"***) (it being understood that (i) if the Selling Holder owns any vested Class B Units, the Tag-Along Sale Percentage shall be calculated on a post-conversion basis after giving effect to clause (c) below, and (ii) the Company shall reasonably cooperate with the Selling Holder in respect of the determination of the Tag-Along Sale Percentage), (C) the name and address of the proposed Transferee and (D) the proposed amount and type of consideration (including, if the consideration consists in whole or in part of non-cash consideration, such information available to the Selling Holder as may be reasonably necessary for the other Members to properly analyze the economic value and investment risk of such non-cash consideration) and the terms and conditions of payment proposed by the Selling Holder.

(b) Any of the Other Unit Holders may, within twenty-five (25) days of the receipt of the Sale Notice, give written notice (each, a ***"Tag-Along Notice"***) to the Selling Holder that such Other Unit Holder requests that the Selling Holder include in the proposed Transfer a number of Units (on a post-conversion basis as described in clause (c) below) held by such Other Unit Holder (such number of Units shall not in any event exceed the Tag-Along Sale Percentage of the total number of Units of the specified class of Units held by such Other Unit Holder on a post-conversion basis, as described in clause (c) below). The Other Unit Holders that exercise their tag-along rights hereunder (the ***"Tagging Persons"***) shall, upon request, deliver to the Selling Holder, with the Tag-Along Notice, wire transfer instructions for payment of the purchase price for such Units of such Tagging Persons to be included in the Tag-Along Sale, together with a limited power-of-attorney authorizing the Selling Holder to Transfer such Units on the terms and conditions set forth in the Sale Notice. The price per Unit (on a post-conversion basis, as described in clause (c) below) to be received by each Member will be determined as if the Company had been sold for the valuation implied by the price of the Offered Class A Units in such Tag-Along Sale (by extrapolating such valuation to a sale of all of the Units) and the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**.

(c) Any election by any Other Unit Holder to include in the Tag-Along Sale any vested Class B Units (it being understood that no such election can be made in connection with a Tag-Along Sale with respect to unvested Class B Units) shall automatically result in the conversion of the applicable number of such Other Unit Holder's vested Class B Units into a number of Class A Units equal to the quotient obtained by dividing (x) the sum of the Class B Participation Prices of such applicable vested Class B Units (*i.e.* the Class B Units participating in such Tag-Along Sale), and (y) the Class A Participation Price (with a corresponding reduction in the number of authorized Class B Units provided in **Section 3.3(c)**); provided, that such conversion shall be conditioned upon, and shall occur immediately prior to, the closing of the Tag-Along Sale (it being understood, for the avoidance of doubt, that any vested Class B Units shall not be converted into Class A Units to the extent such Units are not included in the Tag-

Along Sale, whether pursuant to **Section 8.2(d)**, the failure of the Tag-Along Sale to be consummated, or otherwise).

(d) The Selling Holder shall ask to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Units which each of the Tagging Persons requested to have included in the Tag-Along Sale (as evidenced in the case of the Selling Holder by the Sale Notice and in the case of each Tagging Person by such Tagging Person's Tag-Along Notice). In the event the Selling Holder shall be unable to obtain the inclusion of such entire number of Units in the proposed Tag-Along Sale, the number of Units to be sold in the proposed Tag-Along Sale shall be allocated among the Selling Holder and each Tagging Person, in proportion, as nearly as practicable, as follows:

(i) there shall be first allocated to each Selling Holder and each Tagging Person, a number of Units equal to the lesser of (x) the number of Units offered to be included by such Tagging Person (or proposed, in the case of the Selling Holder) in the proposed Tag-Along Sale pursuant to this **Section 8.2**, and (y) a number of Units equal to its Tag-Along Portion; and

(ii) the balance, if any, not allocated pursuant to clause (i) above shall be allocated *pro rata* based on Percentage Interest to each Selling Holder and each Tagging Person; provided, that in no case shall any Selling Holder or Tagging Person be allocated an aggregate amount of Units exceeding the amount of Units elected to be included by such Tagging Person (or proposed, in the case of the Selling Holder).

(e) To exercise its tag-along rights hereunder, each Other Unit Holder must agree to make to the Transferee on behalf of itself the same representations, warranties, covenants, indemnities and agreements as the Selling Holder agrees to make in connection with the Transfer of the Offered Units (except that in the case of representations and warranties pertaining specifically to, or covenants made specifically by, the Selling Holder, the Other Unit Holders shall make comparable representations and warranties pertaining specifically to (and, as applicable, covenants by) themselves), and must agree to bear its ratable share (which shall be proportionate based on the amount of Units that are Transferred) of all liabilities to the Transferees arising out of representations, warranties (other than those representations, warranties and covenants that pertain specifically to a given Member), covenants, indemnities or other agreements made in connection with the Transfer.

(f) Each Member will bear (x) its own costs of any sale of Units pursuant to this **Section 8.2** and (y) its pro-rata share (based upon the relative amount of Units sold) of any of the other costs of any reasonable and customary sale of Units pursuant to this **Section 8.2** to the extent such costs are incurred for the benefit of all Members and are not otherwise paid by the Transferee. Notwithstanding anything herein to the contrary, upon the consummation of the sale or Public Offering of Units pursuant to this **Section 8.2**, all of the holders of vested Class B Units participating in such sale or Public Offering shall participate in such sale or Public Offering of Units in the manner set forth in this **Section 8.2**.

(g) If none of the Other Unit Holders gives the Selling Holder a Tag-Along Notice prior to the expiration of the 25-day period provided pursuant to **Section 8.2(a)** for giving Tag-Along Notices with respect to the Transfer proposed in the Sale Notice, then (notwithstanding **Section 8.2(a)**) the Selling Holder may Transfer such Offered Units on the terms and conditions set forth, and to or among any of the Transferees identified (or Affiliates of Transferees identified), in the Sale Notice at any time within ninety (90) days after expiration of the 25-day period provided pursuant to **Section 8.2(b)** for giving Tag-Along Notices with respect to such Transfer. Any such Offered Units not Transferred by the Selling Holder during such 90-day period will again be subject to the provisions of this **Section 8.2** upon any proposed subsequent Transfer. If one or more Other Unit Holders give the Selling Holder a timely Tag-Along Notice, then the Selling Holder shall use all reasonable efforts to obtain the agreement of the prospective Transferee(s) to the participation of the Other Unit Holders in any contemplated Transfer, on the same terms and conditions as are applicable to the Offered Units, and no Selling Holder shall transfer any of its Units to any prospective Transferee if such prospective Transferee(s) declines to allow the participation of any of the Other Unit Holders. For the avoidance of doubt, this **Section 8.2** shall apply to the Transfer by THL of THL Holding Company Interests and a Transfer by Black Knight of a direct or indirect interest in Parent or the Company as if such Transfer were of the number of Units indirectly disposed of by reason of such Transfer.

(h) The rights and restrictions contained in this **Section 8.2** shall not apply with respect to any Exempt Transfer, other than Transfers pursuant to clauses (a) or (b) of the definition of Exempt Transfer.

(i) For purposes of this **Section 8.2**, **Section 9.1**, **Section 9.4**, **Section 10.1 Section 11.1** and in connection with a Significant Transaction pursuant to **Section 9.3**, notwithstanding anything to the contrary in this Agreement, (i) a THL Seller shall be entitled to Transfer THL Holding Company Interests to the same extent as THL is entitled to Transfer THL Units thereunder, *provided* that such right shall be exercisable only if the applicable THL Holding Company or THL Holding Companies (x) has no material assets other than their interests in Units and other assets arising by reason of or in connection with their direct or indirect ownership of the Units (including cash), and (y) represent that they have no material liabilities other than liabilities (including tax liabilities) arising by reason of the ownership of the foregoing and any indebtedness owed to their respective shareholders, (ii) such THL Seller shall be entitled to sell such THL Holding Company Interests at the same price as the underlying Units, without any discount but exclusive of any cash then held by the applicable THL Holding Company or THL Holding Companies and (iii) the provisions of **Section 8.2**, **Section 9.1**, **Section 9.3**, **Section 9.4**, **Section 10.1** and **Section 11.1** shall apply to the Transfer of THL Holding Company Interests by such THL Seller *mutatis mutandis* and references to “THL” or “THL Holder” in such Sections shall be deemed to include reference to such THL Seller.

8.3 Transfers in Violation of Agreement. Any Transfer or attempted Transfer of any Units in violation of any provision of this Agreement shall be void, and the Company shall not record such Transfer on its books or treat any purported transferee of such Units as the owner of such Units for any purpose. Without limitation of any other provision herein, no Transfer of

any interest in any Class B Unit by a Class B Member shall be effective unless prior to such Transfer the transferee, assignee or intended recipient of such interest shall have agreed in writing to be bound by the provisions of **Section 3.4(c)**, in form reasonably satisfactory to the Board.

ARTICLE IX
LIQUIDITY RIGHTS

9.1 Put Rights; Duty to Negotiate; Appraisal.

(a) At any time after the third (3rd) anniversary of the Closing Date until such time as a Public Offering has been consummated, each of Cannae and THL (each, a "***Putting Party***") may deliver written notice (the ***"Transfer Notice"***) to the Company, Parent, Black Knight and each other Member that such Putting Party desires to sell all of its Cannae Units, THL Units, THL Holding Company Interests (subject to **Section 8.2(i)**) or a combination thereof, as applicable (the "***Put Units***"), to Black Knight, Parent or the Company (each, a "***Put Accepting Party***"). For a period of thirty (30) days from the date of the Transfer Notice, the Putting Party and the Put Accepting Party will negotiate in good faith regarding a sale of all of such Put Units to the Put Accepting Party. If the parties are unable to agree upon the terms of a sale of such Put Units within such thirty (30)-day period, then the Putting Party may elect to initiate the Appraisal Process to determine the Appraisal Price (the ***"Election"***) as of the date of the Transfer Notice. Any Appraisal Process shall be initiated by the Putting Party by delivering to the Put Accepting Party the report of the first appraiser. Each of Cannae and THL shall use their commercially reasonable efforts to coordinate with each other with respect to the exercise of their rights under this **Section 9.1** to provide that there shall only be one Appraisal Process ongoing at any given time.

(b) If, following the first Appraisal Process, the Putting Party determines that it is not satisfied in its sole discretion with the Appraisal Price (which determination it shall make within fifteen (15) days of completion of the Appraisal Process (the ***"First Appraisal Deadline"***)), then it may elect (the ***"Second Election"***) to initiate the Appraisal Process a second time; provided that the Putting Party may not make a Second Election within twelve (12) months of the First Appraisal Deadline. If, following the second Appraisal Process, the Putting Party determines that it is not satisfied in its sole discretion, with the Appraisal Price (which determination it shall make within fifteen (15) days of completion of the Appraisal Process (the ***"Second Appraisal Deadline"***)), then it may elect to initiate the Appraisal Process a third time (the ***"Third Election"***), provided that the Putting Party may not make a Third Election within twelve (12) months of the Second Appraisal Deadline. The Putting Party may not initiate the Appraisal Process more than three (3) times.

(c) If, following any Appraisal Process, the Putting Party determines that it is satisfied, in its sole discretion, with the Appraisal Price (which determination it shall make within fifteen (15) days of completion of the Appraisal Process), such Member shall deliver notice of such to the Put Accepting Party, and the Put Accepting Party shall, within fifteen (15) days of receipt of notice of such approval of the Appraisal Price, deliver confirmation to the

Putting Party that it shall purchase all but not less than all of such Put Units from the Putting Party at the Appraisal Price, and the Putting Party shall sell all but not less than all of such Put Units to the Put Accepting Party.

(d) In the event that a Put Accepting Party delivers confirmation that it shall purchase such Put Units pursuant to its right in this **Section 9.1**, then such Put Accepting Party shall have the obligation to purchase such Put Units by paying in cash or in Black Knight's common stock (which common stock (i) shall be valued based on the average closing stock prices of Black Knight's common stock for the twenty (20) trading days immediately preceding the date that Black Knight receives written notice of the approval of the Appraisal Price, (ii) shall be restricted securities the resale of which shall be registered immediately following the issuance of such common stock pursuant to an effective shelf registration statement (which Black Knight shall ensure remains effective with respect to Cannae or THL at least until the time at which Cannae or THL, as applicable, no longer owns more than 2% of the then outstanding shares of Black Knight's common stock and any shares of Black Knight's common stock then held by Cannae or THL, as applicable, are otherwise freely tradable pursuant to Rule 144 of the Securities Act without volume restrictions or other limitations, subject to customary blackout provisions in the event Black Knight is unable to file, amend or supplement such shelf registration statement or the applicable prospectus or prospectus supplement as a result of a pending material transaction or other material event) and (iii) shall not be subject to a contractual lockup or any other trading restriction, except for trading restrictions applicable to affiliates and/or insiders and customary blackout periods). The Put Accepting Parties agree that, to the extent that Black Knight chooses to pay the purchase price with common stock of Black Knight, they shall use reasonable efforts to structure such purchase of Put Units in a manner that is tax efficient for Black Knight and the Putting Party. The closing of the purchase of such Put Units from the Putting Party by the Put Accepting Party pursuant to this **Section 9.1** shall occur no later than thirty (30) days after delivery of notice of the Put Accepting Party's election to purchase (subject to any extension necessary to obtain any required regulatory or shareholder approvals as well as to ensure a shelf registration statement is effective on the purchase date, such extension to last no longer than 180 days from the delivery of such notice). At such closing, (i) the Put Accepting Party shall pay the Putting Party and (ii) the Putting Party shall transfer the Put Units to the Put Accepting Party, free and clear of any lien or encumbrance, with any documentation reasonably requested by the Put Accepting Party to evidence such transfer, which documentation shall require the Putting Party to make the representations and warranties in the immediately succeeding sentence. The transfer of the Put Units and acceptance of the aggregate Appraisal Price by any Person selling such Put Units pursuant to this **Section 9.1** shall be deemed accompanied with a representation and warranty by such Person that: (1) such Person has full right, title and interest in and to such Put Units; (2) such Person has all necessary power and authority and has taken all necessary action to sell such Put Units as contemplated hereby; (3) such Put Units are free and clear of any and all liens or encumbrances; and (4) there is no adverse claim with respect to such Put Units.

9.2 Management Member Put Rights; Appraisal.

(a) If no Public Offering has been consummated as of the date that is sixty (60) days prior to the third (3rd) anniversary of the Closing Date, then during each sixty (60) day period prior to the third and each subsequent anniversary of the Closing Date until such time as a Public Offering has been consummated, each Management Member (a ***"Putting Unit Holder"***) may deliver notice (a ***"Management Transfer Notice"***) to Black Knight, the Company, Parent, Cannae and THL that such Putting Unit Holder desires to sell its vested Units to a Put Accepting Party. Additionally, in the event a Putting Party has delivered a Transfer Notice pursuant to **Section 9.1(a)**, then during the thirty (30)-day period following the delivery of such Transfer Notice each Management Member may deliver notice (a ***"Management Piggyback Transfer Notice"***) to Black Knight, the Company, Parent, Cannae and THL that such Putting Unit Holder desires to sell its Units to a Put Accepting Party on the same terms (other than purchase price as set forth below) as the Putting Party's sale of the Put Units, as applicable, in accordance with **Section 9.1**.

(b) If within the sixty (60) day period prior to the date that one or more Putting Unit Holders deliver a Management Transfer Notice either (i) an Appraisal Process pursuant to **Section 9.1(a)** has been commenced or (ii) a Put Accepting Party, and a Putting Party have agreed upon the terms of a sale of the Put Units, as applicable, to a Put Accepting Party in accordance with **Section 9.1(a)**, then the purchase price per Unit for the Putting Unit Holder will be based on the Appraisal Price when determined or the sale terms agreed upon by the Put Accepting Party and the Putting Party in accordance with **Section 9.1(a)** by extrapolating such valuation to a sale of all of the Units and assuming the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**.

(c) If a Putting Party has previously delivered a Transfer Notice and an Appraisal Process is underway pursuant to **Section 9.1(a)** as of the date that one or more Putting Unit Holders deliver a Management Transfer Notice in accordance with **Section 9.2(a)**, then the purchase price per Unit for the Putting Unit Holder will be determined as if the Company had been sold for the valuation implied by the Appraisal Price underway pursuant to **Section 9.1(a)** (as is finally determined pursuant to such Appraisal Process upon its completion and by extrapolating such valuation to a sale of all of the Units) and assuming the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**.

(d) If (i) an Appraisal Process has not been completed pursuant to **Section 9.1(a)** within the sixty (60) day period prior to the date that one or more Putting Unit Holders deliver a Management Transfer Notice in accordance with **Section 9.2(a)**, and (ii) if an Appraisal Process is not underway pursuant to **Section 9.1(a)** as of the date that one or more Putting Unit Holders deliver a Management Transfer Notice in accordance with **Section 9.2(a)**, then for a period of thirty (30) days from the date of the first delivered Management Transfer Notice, the parties will negotiate in good faith regarding a sale of all of each Putting Unit Holder's Class B Units to Black Knight or its designee or the Company. If Black Knight and one or more Putting Unit Holders are unable to agree upon the terms of a sale of such Putting Unit Holder's Class B

Units to Black Knight or its designee or the Company within such thirty (30)-day period, then such Putting Unit Holder(s) may elect to initiate the Appraisal Process to determine the Appraisal Price. Any Appraisal Process shall be initiated by the Putting Unit Holder(s) by delivering to Black Knight, the Company, Parent, Cannae and THL the report of the first appraiser. If at any time during which an Appraisal Process is underway pursuant to this **Section 9.2(d)**, an Appraisal Process pursuant to **Section 9.1(a)** is commenced, then the Appraisal Process underway pursuant to this **Section 9.2(d)** shall cease and the purchase price per Unit for the Putting Unit Holder will be based on the Appraisal Price when determined in accordance with **Section 9.1(a)** by extrapolating such valuation to a sale of all of the Units and assuming the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**.

(e) If one or more Putting Unit Holders deliver a Management Piggyback Transfer Notice in accordance with **Section 9.2(a)**, each such Putting Unit Holder agrees and acknowledges that the Appraisal Process shall be controlled by the Putting Party and if such Putting Unit Holder is satisfied, in its sole discretion, with the Appraisal Price in accordance with **Section 9.2(f)**, such Putting Unit Holder shall sell its Units to Black Knight or its designee on the same terms as apply to Cannae's sale of the Cannae Units or THL's sale of the THL Units in accordance with **Section 9.1**, except that the purchase price per Unit for the Putting Unit Holder will be determined as if the Company had been sold for the valuation implied by the Appraisal Price (as is finally determined pursuant to such Appraisal Process upon its completion and by extrapolating such valuation to a sale of all of the Units) and assuming the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**.

(f) If, following any Appraisal Process pursuant to **Section 9.2(c)**, **9.2(d)** or **9.2(e)**, a Putting Unit Holder determines that it is satisfied, in its sole discretion, with the Appraisal Price (which determination it shall make within fifteen (15) days of completion of the Appraisal Process), such Putting Unit Holder shall deliver notice of such to the Company, and the Company shall, within fifteen (15) days of receipt of notice of such Putting Unit Holder's approval of the Appraisal Price, deliver confirmation to such Putting Unit Holder and the Putting Party that it shall purchase all but not less than all of such Putting Unit Holder's Class B Units at the valuation implied by the Appraisal Price (assuming the Company had been sold for the valuation implied by the Appraisal Price by extrapolating such valuation to a sale of all of the Units and the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**), and such Putting Unit Holder shall sell all but not less than all of its Class B Units to Black Knight or its designee, as applicable.

(g) If, following any Appraisal Process pursuant to **Section 9.2(c)**, **9.2(d)** or **9.2(e)**, a Putting Unit Holder determines that it is not satisfied in its sole discretion, with the Appraisal Price (which determination it shall make within fifteen (15) days of completion of the Appraisal Process then its Management Transfer Notice or Management Piggyback Transfer Notice shall be deemed to have been withdrawn upon such Putting Unit Holder's failure to deliver to the Company or Parent within fifteen (15) days of completion of the Appraisal Process

notice of such Putting Unit Holder's satisfaction with and acceptance of the applicable Appraisal Price. The Putting Unit Holder shall promptly notify the Putting Party in such case.

(h) In the event that the Company or Parent delivers confirmation that it or its designee shall purchase a Putting Unit Holder's Class B Units pursuant to its right in this **Section 9.2**, then the Company shall have the obligation to purchase, or cause its designee to purchase, such Units by paying in (i) lump-sum cash, by wire transfer of immediately available funds, (ii) Black Knight's common stock (which common stock shall be valued based on the average closing stock prices of Black Knight's common stock for the twenty (20) trading days immediately preceding the date that Black Knight receives such Putting Unit Holder's written notice of its approval of the Appraisal Price) or (iii) a combination of cash and Black Knight common stock (valued in accordance with clause (ii)). Black Knight, Parent and the Company agree that, to the extent that Black Knight chooses to pay the purchase price with common stock of Black Knight, they shall use reasonable efforts to structure such purchase of Units in a manner that is tax efficient for Black Knight, the Putting Unit Holder, Parent and the Company. The closing of the purchase of the Units from such Putting Unit Holder by Black Knight or its designee pursuant to this **Section 9.2** shall occur no later than thirty (30) days after notice of Black Knight's election to purchase, and the Putting Party shall be notified reasonably in advance of such closing.

9.3 Significant Transactions.

(a) If the Board has approved an initial Public Offering (an "***IPO***") in accordance with the terms of this Agreement, the Members shall take such actions as shall be necessary or advisable to cause the outstanding direct or indirect equity securities of the Company to be transferred (by merger or otherwise) to a newly formed corporation (the "***IPO Co***"), subject to Cannae and THL's right to retain some or all of their Interests pursuant to an election described in clause (ii) below in this paragraph. In connection with the foregoing, at the request of Cannae or THL, Black Knight shall use reasonable best efforts to allow Cannae or THL, as applicable, to exchange its Interests (including THL Holding Company Interests, provided that the requirements of **Section 8.2(i)** are satisfied) for shares of capital stock of IPO Co on a tax-free basis to Cannae, THL, Black Knight and IPO Co. Further, at the request of Cannae or THL, and to the extent that it does not delay or disadvantage the proposed transaction or the general operation of the business, Black Knight and Cannae or THL, as applicable, shall discuss a structure that would allow Cannae or THL, as applicable, to elect to either (i) exchange some or all of such Interests (including THL Holding Company Interests) for shares of capital stock of IPO Co in connection with such IPO or (ii) retain some or all of such Interests, subject to contractual rights in favor of Cannae or THL, as applicable, to exchange such interests for shares of capital stock of IPO Co. In connection with an exchange described in clause (i) or (ii) of the immediately preceding sentence Black Knight shall also discuss with Cannae or THL, as applicable, (a) the feasibility of entering into a "tax receivable agreement" with Cannae or THL, as applicable, or (b) the possibility of compensating Cannae or THL, as applicable, for tax attributes provided to IPO Co by reason of (x) the taxable exchanges effected by Cannae or THL, as applicable, or (y) net operating losses or other similar tax attributes (if any) of Cannae or each THL Holding Company, as applicable. Upon the consummation of such transaction, the

Members shall enter into a securityholders, registration rights or similar agreement with such IPO Co in form and substance determined in good faith by the Board to provide the Members the relative rights and restrictions set forth in the Registration Rights Agreement. The securities of IPO Co received by each Member under this **Section 9.3** or otherwise shall be of like kind and have a value at least equal to the value of the Units replaced thereby, calculated as if the Company were being liquidated in a hypothetical liquidation with the proceeds in such liquidation equal in amount to the implied aggregate equity valuation of such corporation immediately prior to the consummation of the initial Public Offering; provided that the Members who hold Class B Units shall receive equity securities of IPO Co that have substantially similar vesting restrictions.

(b) If the Board has approved a distribution described in clause (ii) of the definition herein of "Significant Transaction", at the request of Cannae or THL, Black Knight shall use reasonable best efforts to allow Cannae or THL, as applicable, to exchange its Interests (including THL Holding Company Interests, provided that the requirements of **Section 8.2(i)** are satisfied) for shares of capital stock of Newco on a tax-free basis to Cannae, THL, Black Knight and Newco. Further, at the request of Cannae or THL, and to the extent that it does not delay or disadvantage the proposed transaction or the general operation of the business, Black Knight and Cannae or THL, as applicable, shall discuss a structure that allows Cannae or THL, as applicable, to elect to either (i) exchange its Interests (including THL Holding Company Interests) for shares of capital stock of Newco following such distribution or (ii) retain such Interests, subject to contractual rights in favor of Cannae or THL, as applicable, to exchange such interests for shares of capital stock of Newco. In connection with an exchange described in clause (i) or (ii) of the immediately preceding sentence Black Knight shall also discuss with Cannae or THL, as applicable, (a) the feasibility of entering into a "tax receivable agreement" with Cannae or THL, as applicable,, or (b) the possibility of compensating Cannae or THL, as applicable, for tax attributes provided to Newco by reason of (x) the taxable exchanges effected by Cannae or THL, as applicable, or (y) net operating losses or other similar tax attributes (if any) of Cannae or each THL Holding Company. Upon the consummation of such transaction, the Members shall enter into a securityholders, registration rights or similar agreement with such Newco in form and substance determined in good faith by the Board to provide the Members the relative rights and restrictions set forth in the Registration Rights Agreement. The securities of Newco received by each Member under this **Section 9.3** or otherwise shall be of like kind and have a value at least equal to the value of the Units replaced thereby, calculated as if the Company were being liquidated in a hypothetical liquidation with the proceeds in such liquidation equal in amount to the implied aggregate equity valuation of such corporation immediately prior to the consummation of such distribution; provided that the Members who hold Class B Units shall receive equity securities of Newco that have substantially similar vesting restrictions.

9.4 Call Rights.

(a) Following the third (3rd) anniversary of the Closing Date until such time as a Public Offering has been consummated, Black Knight or Parent (each, a "***Calling Party***") may, but shall not be required to, elect by written notice (the "***Call Notice***") to purchase all of the Cannae Units, all of the THL Units and/or all of the THL Holding Company Interests (such right,

the "***Call Right***") and, if such option is exercised, Cannae and THL (each, a "***Called Party***"), as applicable, shall sell to the Calling Party all of the Cannae Units, all of the THL Units and/or all of the THL Holding Company Interests (subject to **Section 8.2(i)**) owned by such Called Party, as applicable (the "***Called Units***"), at a price per Unit equal to the Call Price.

(b) The closing of the purchase by the Calling Party of the Called Units pursuant to **Section 9.4(a)** shall take place at the principal office of the Company on the date chosen by the Calling Party, which date shall in no event be more than thirty (30) days after determination of the Call Price (subject to any extension necessary to obtain any required regulatory or shareholder approvals as well as to ensure a shelf registration statement is effective on the purchase date, such extension to last no longer than 180 days from the delivery of such notice). If such date is not a business day, such purchase shall occur on the next succeeding business day. At such closing, (i) the Calling Party shall pay the Called Party, and (ii) the Called Party shall transfer the Called Units to the Calling Party, free and clear of any lien or encumbrance, with any documentation reasonably requested by the Calling Party to evidence such transfer, which documentation shall require the Called Party to make the representations and warranties in the immediately succeeding sentence. The transfer of the Called Units and acceptance of the aggregate Call Price of all Called Units by any Person selling such Called Units pursuant to this **Section 9.4** shall be deemed accompanied with a representation and warranty by such Person that: (1) such Person has full right, title and interest in and to such Called Units; (2) such Person has all necessary power and authority and has taken all necessary action to sell such Called Units as contemplated hereby; (3) such Called Units are free and clear of any and all liens or encumbrances; and (4) there is no adverse claim with respect to such Called Units.

(c) The Calling Party may pay the aggregate Call Price of all Called Units in (i) lump-sum cash, by wire transfer of immediately available funds, (ii) Black Knight's common stock (which common stock (A) shall be valued based on the average closing stock prices of Black Knight's common stock for the twenty (20) trading days immediately preceding the date that Black Knight receives written notice of the approval of the Appraisal Price, (B) shall be restricted securities the resale of which shall be registered immediately following the issuance of such common stock pursuant to an effective shelf registration statement (which Black Knight shall ensure remains effective with respect to Cannae or THL at least until the time at which Cannae or THL, as applicable, no longer owns more than 2% of the then outstanding shares of Black Knight's common stock and any shares of Black Knight's common stock then held by Cannae or THL, as applicable, are otherwise freely tradable pursuant to Rule 144 of the Securities Act without volume restrictions or other limitations, subject to customary blackout provisions in the event Black Knight is unable to file, amend or supplement such shelf registration statement or the applicable prospectus or prospectus supplement as a result of a pending material transaction or other material event) and (C) shall not be subject to a contractual lockup or any other trading restriction, except for trading restrictions applicable to affiliates and/or insiders and customary blackout periods) or (iii) a combination of cash and Black Knight common stock (valued in accordance with clause (ii)). The Calling Parties agree that, to the extent that they choose to pay the aggregate Call Price of all Called Units with common stock of

Black Knight, they shall use reasonable efforts to structure such purchase of Called Units in a manner that is tax efficient for the Calling Party and Cannae or THL, as applicable.

ARTICLE X
TAKE-ALONG RIGHT

10.1 Take-Along Right.

(a) Subject to **Section 4.2(b)** in the case of Cannae and the THL Holders, and **Section 8.2(i)** in the case of the THL Holders, if the Parent elects to consummate, or to cause the Company to consummate, a transaction constituting a Sale of the Company, Parent shall notify the Company and the other Members in writing of that election and the other Members will consent to and raise no objections to the proposed transaction, and the Members and the Company will take all other actions reasonably necessary or desirable to cause the consummation of such Sale of the Company on the terms proposed by Parent; *provided* that each of Cannae and THL shall only be subject to the "take-along" provisions of this **Section 10.1** to the extent that the Sale of the Company would result in, assuming consummation of such transaction, a Cannae Threshold Multiple of Investor Capital and THL Threshold Multiple of Investor Capital of greater than 2.0. Without limiting the foregoing, but subject to the conditions set forth therein, (i) if the proposed Sale of the Company is structured as a sale of assets or a merger or consolidation, or otherwise requires Member approval, the Members and the Company will vote or cause to be voted all Units that they hold or with respect to which such Member has the power to direct the voting and which are entitled to vote on such transaction in favor of such transaction and will waive any appraisal rights which they may have in connection therewith and (ii) if the proposed Sale of the Company is structured as or involves a sale or redemption of Units, the Members will agree to sell their pro-rata share of the Units being sold in such Sale of the Company on the terms and conditions approved by the Parent, and the Members will execute any definitive sale agreements, and will make to the buyer the same representations, warranties, covenants, indemnities and agreements (other than, in the case of Parent, Cannae and THL, non-competition agreements) as the Parent makes in connection with such Sale of the Company, and must agree to bear their ratable share (which shall be proportionate based on the amount of Units that are being sold in such Sale of the Company) of all liabilities of the Members arising out of representations, warranties (other than those representations, warranties, covenants, indemnities and agreements that pertain specifically to a given Member), covenants, indemnities or other agreements made in the definitive sale agreements. Each Management Member hereby grants to Parent a power of attorney to execute and deliver in the name and on behalf of such Management Member all such agreements, instruments and other documentation (including any written consents of Members) as is required to Transfer the Units held by such Management Member in accordance with the provisions of this **Section 10.1**.

(b) The obligations of the Members with respect to the Sale of the Company are subject to **Section 4.2(b)** in the case of Cannae and the THL Holders, **Section 8.2(i)** of the THL Holders and to the satisfaction of the following conditions: (i) all Members shall receive the same form of consideration (which shall be cash or marketable securities) and the price per unit to be received by each Member will be determined as if the Company had been sold for the

valuation implied by such Sale of the Company (by extrapolating such valuation to a sale of all of the Units to the extent that such Sale of the Company is not a sale of all of the Units) and the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the rights and preferences set forth in **Section 5.2** (for the avoidance of doubt, all holders of Class A Units shall receive the same amount of consideration per Class A Unit), (ii) all holders of rights without regard to vesting restrictions to acquire a particular class or series of securities will be given an opportunity to, upon the consummation of the Sale of the Company, receive in exchange for such rights consideration equal to the amount determined by multiplying (1) the same amount of consideration per share, unit or amount of Units received by the holders of such type and class of Units in connection with the Sale of the Company by (2) the number of Units, shares or aggregate amount of Units represented by such rights, and (iii) in no event shall the aggregate liability of any Member for representations, warranties, covenants, indemnities or agreements (other than with respect to such Member's ownership of its Units, its ability to consummate the transfer thereof, and investment representations required under applicable securities laws) with respect to any Sale of the Company exceed the proceeds received by such Member in such Sale of the Company.

(c) Each Member will bear its or his pro-rata share (based upon the relative amount of consideration received by such Member in a Sale of the Company) of the reasonable and customary costs of any sale of Units pursuant to a Sale of the Company to the extent such costs are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party. Costs incurred by or on behalf of a Member for its or his sole benefit will not be considered costs of the transaction hereunder. In the event that any transaction that the Parent elects to consummate or cause to be consummated pursuant to and in accordance with this **Article X** is not consummated for any reason, the Company will reimburse the Parent, Cannae and THL for all actual and reasonable expenses paid or incurred by the Parent, Cannae and THL in connection therewith.

ARTICLE XI
REDEMPTION RIGHTS

11.1 Redemption of Units. At any time prior to a Public Offering becoming effective:

(a) Black Knight shall provide Cannae, THL and each Management Member with no less than thirty (30) days prior written notice of any event that will constitute a Black Knight Change of Control. If Cannae, THL or any Management Member (each, a "***Redeeming Party***") gives notice of its election (such election, the ***"Redemption Notice"***) within twenty (20) days after receipt of such notice from the Parent, to have the Company redeem the Cannae Units, THL Units, THL Holding Company Interests or a combination thereof (as applicable) or applicable Management Member's Class B Units, then, upon consummation of such Black Knight Change of Control (the ***"Redemption Date"***), the Company shall be required to redeem, at the Redemption Price (as defined below), all of the Units then held by Cannae (the "***Cannae Redemption Units***"), all of the Units, THL Holding Company Interests or a combination thereof then held by THL (the ***"THL Redemption Units"***) and all of the Units (whether vested or unvested) then held by the applicable Management Member (the ***"Management Member***

Redemption Units" and together with the Cannae Redemption Units and the THL Redemption Units, the ***"Redemption Units"***). Any Redemption Notice must request redemption of all, and not less than all, of the Units held by the applicable Member.

(b) For purposes of this provision, a ***"Black Knight Change of Control"*** shall be deemed to have occurred when there has occurred the consummation of (i) an acquisition by any "person" (as that term is used in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act (or any successor item, regulation or act to the same effect)) of beneficial ownership, directly or indirectly, of securities of Parent representing more than fifty percent (50%) of the combined voting power of Parent's then outstanding securities; or (ii) the sale of all or substantially all of the consolidated assets of Black Knight.

(c) Upon delivery of the Redemption Notice the parties shall initiate an Appraisal Process to determine the redemption price (the ***"Redemption Price"***) for the Redemption Units. The Redemption Price for each Cannae Redemption Unit or THL Redemption Unit shall be the Appraisal Price of each Unit of the Company's Class A Units on the date that the applicable Redemption Notice is first given under this **Section 11.1** (the ***"Determination Date"***). The Redemption Price for each Management Member Redemption Unit shall be based upon the valuation implied by the Appraisal Price on the date that the Redemption Notice is first given under this **Section 11.1** (assuming the Company had been sold for the valuation implied by the Appraisal Price (by extrapolating such valuation to a sale of all of the Units) and the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**).

(d) In consideration of the redemption of the Cannae Redemption Units or the THL Redemption Units hereunder, the Company shall deliver to Cannae or THL, as applicable, on the Redemption Date, the Redemption Price for its Units, in cash by certified check or by wire transfer of immediately available funds. In consideration of the redemption of the Management Member Redemption Units hereunder, the Company shall deliver to applicable Management Member on the Redemption Date, the Redemption Price for its Units, in cash by certified check or by wire transfer of immediately available funds.

11.2 Redemption Closing. The closing of the redemption of the Redeeming Parties being redeemed (the ***"Redemption Closing"***) shall take place immediately prior to/concurrently with the consummation of the Black Knight Change of Control at the offices of the Parent, 601 Riverside Ave., Jacksonville, FL 32204 on the applicable Redemption Date, or at such other time and place as the Redeeming Party and the Company may agree. Each Redeeming Party shall deliver to the Company at the Redemption Closing a certificate or certificates evidencing the Units redeemed hereunder together with executed assignments of interest.

11.3 Failure to Redeem. If the Company fails to redeem all of the Redemption Units on the Redemption Date, then the Company shall be deemed to have breached **Section 11.1**. If the Company's breach is due to insufficient funds, then those funds which are available to the Company will be used to redeem, pro rata, based on the aggregate Redemption Price payable to the Redeeming Party, the maximum possible number of Redemption Units. Any subsequent redemption by the Company shall be for the remaining Redemption Units of the Redeeming

Party, allocated pro rata based on the Redeeming Party's ownership of the remaining Redemption Units. In the event of such a breach, in addition to any other remedies available to the Redeeming Party at law or in equity, between the Redemption Date and such time as the redemption is completed, the Redemption Price for the Redeeming Party's Units shall bear interest at the rate of six percent (6%) per annum, compounded annually; provided that such rate shall increase by two percent (2%) on the date that is six (6) months after the Redemption Date, and subject to applicable law, shall further increase by an additional two percent (2%) on the last day of every quarter thereafter, until such Redemption Units are fully redeemed. If the Company redeems fewer than all of the Redemption Units offered for redemption, the holders of the Units not redeemed shall continue to receive the benefit of the rights and privileges afforded the Units hereunder.

ARTICLE XII
PRE-EMPTIVE RIGHTS

12.1 Issuance of New Units.

(a) Purchase Rights. If at any time after the date of this Agreement the Company proposes to issue or sell any Units, Unit Equivalents or securities convertible into equity securities of the Company, or any Subsidiary of the Company proposes to issue or sell to a third party other than the Company or a wholly-owned Subsidiary of the Company any of its equity securities, Subsidiary Security Equivalents or securities convertible into equity securities of any Subsidiary of the Company (collectively, ***"New Units"***), the Company shall first offer to sell to each Member (other than any Management Member, as to whom this **Section 12.1** shall not apply) a portion of each type of such New Units equal to the quotient determined by dividing (x) the number of Class A Units held or beneficially owned by such Member, by (y) the total number of Class A Units held or beneficially owned by all Members (other than any Management Member as to whom this **Section 12.1** does not apply). A Member shall be entitled to purchase all or any portion of its respective portion (as determined in the immediately preceding sentence) of such New Units at the most favorable price and on the most favorable terms as such New Units are to be offered. The holders of Units shall further have a right of over-allotment such that to the extent a Member (a ***"Rejecting Holder"***) does not does not exercise its right to purchase any of the New Units, or exercises its rights for less than all of its pro rata share of the New Units (as determined above), then each other Member may elect to purchase its pro rata share (as determined above) of such New Units which the Rejecting Holder does not elect to purchase.

(b) Offer Period. In order to exercise its purchase rights hereunder, each Member must, within 30 days after receipt of written notice from the Company describing in reasonable detail the New Units being offered, the purchase price thereof, the payment terms, the percentage of the New Units initially available to such holder pursuant to **Section 12.1(a)** and the over-allotment right available in connection therewith, deliver a written notice to the Company describing its election to exercise its purchase rights hereunder.

(c) Expiration of Offer Period. Upon the expiration of the offering period described above, the Company shall be entitled to sell such New Units which the Members have not elected to purchase during the 180 days following such expiration on terms and conditions no more favorable to the purchasers thereof than those offered to the Members pursuant to **Section 12.1(a)**. Any New Units to be sold by the Company after such 180-day period must be reoffered to the Members pursuant to the terms of this **Section 12.1**.

(d) Exceptions to Purchase Rights. The provisions of this **Section 12.1** will not apply to the following issuances of New Units:

(i) Class B Units issued or to be issued to employees, officers, Managers or directors of, or consultants or advisors to the Company, pursuant to the Company Incentive Plan,

(ii) Securities issued in respect of or in exchange for Units by way of a Unit distribution, Unit split or similar transaction, and

(iii) Securities issued in the first Public Offering approved by the Board in accordance with the terms hereof.

ARTICLE XIII
ACCESS, INFORMATION RIGHTS, CONFIDENTIALITY AND ADDITIONAL AGREEMENTS

13.1 Board Access. The Company agrees as follows:

(a) In the event that either Cannae or THL loses its right to designate directors pursuant to **Section 4.1(b)** or **Section 4.1(c)**, as applicable, and for so long as Cannae or THL is a Member of the Company, the Company will, and will cause its Subsidiaries to, upon reasonable notice at reasonable times from time to time, provide Cannae or THL (and any other parent company of THL that is a venture capital operating company), at the sole expense of Cannae or THL, reasonable opportunities to routinely consult with and advise the management of the Company and its subsidiaries on all matters relating to the operation of the Company and each such Subsidiary, including with respect to any proposed merger, sale of all or substantially all of the Company's assets or capital stock, liquidation or dissolution of or by the Company or other similar transaction, and shall consider, in good faith, the recommendations of Cannae or THL, as applicable, in connection with the matters on which it is consulted; provided that the ultimate discretion with respect to all such matters shall be retained by the Company and the Company shall not be under any obligation to accept the recommendations of Cannae or any THL Holder. The Company shall give, and shall cause its subsidiaries to give, subject to compliance with applicable laws and confidentiality obligations to third parties, Cannae, THL (and any other parent company of THL that is a venture capital operating company) and their authorized representatives reasonable access during normal business hours to all books of account, facilities and properties of the Company and its subsidiaries and permit Cannae or THL (and any parent company of THL that is a venture capital operating company), as applicable, to make such copies and inspections thereof as any such Person may reasonably request and discuss

the affairs, finances and accounts with the officers thereof; provided, that Cannae or THL, as applicable, shall not exercise such rights more often than quarterly during any calendar year, and such additional times as may be reasonably required in order to qualify any of the Units as a venture capital investment (as defined in the Department of Labor Regulation § 2510.3-101). Any such visit will be at the expense of Cannae or THL (or such other parent company of THL that is a venture capital operating company), as applicable.

(b) If reasonably required, in order to qualify any of the Units as a venture capital investment (as defined in the Department of Labor Regulation § 2510.3-101) then the Company shall promptly provide true and correct copies of all documents, reports, financial data, and such additional financial and other information with respect to the Company, and its subsidiaries as Cannae or THL (and any other parent company of THL that is a venture capital operating company) may from time to time reasonably request.

(c) The Company's obligations pursuant to **Section 13.1(a)** shall survive until a Public Offering and the Company's obligation pursuant to **Section 13.1(b)** shall survive until the later of (i) a Public Offering, or (ii) the time that Cannae or THL, as applicable, holds less than fifty percent (50%) of its initial equity investment in the Company.

13.2 Information Rights. Prior to the consummation of the first Public Offering, the Company shall provide to Cannae and THL the following information:

(a) Within ninety (90) days after the end of each fiscal year, an audited consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year, and an audited consolidated statement of income and statement of cash flows of the Company and its Subsidiaries for such year, in each case prepared in accordance with generally accepted accounting principles and setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail (including footnotes), and audited by the Company's independent public accountants.

(b) Following the end of each of the first three (3) fiscal quarters of each fiscal year beginning in fiscal year 2021, within forty-five (45) days, unaudited financial statements (excluding footnotes) of the Company including (i) consolidated balance sheets, (ii) consolidated statements of income, and (iii) consolidated statements of cash flows, for such fiscal quarter and, for items (ii) and (iii) of this **Section 13.2(b)**, the current fiscal year to date. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and signed by the principal financial or accounting officer of the Company. The Company will also provide current period financial results as compared with both the actual results from the corresponding quarter of the previous fiscal year and, where applicable, the budget for the current fiscal year, all in reasonable detail and signed by the principal financial or accounting officer of the Company.

(c) Within twenty (20) days after the end of each month of each fiscal year beginning with the end of October 2020, the Company's monthly reporting package, including unaudited consolidated statements of income. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied (other than

omission of accompanying notes) and compared with both the actual results from the corresponding month of the previous fiscal year and the budget (including any reforecasts) for the current fiscal year, all in reasonable detail and signed by the principal financial or accounting officer of the Company.

(d) As soon as reasonably practicable and in accordance with Company's past practice (but in no event later than the forty-fifth (45th) day of such fiscal year), a copy of an annual budget with line items compared to the previous year's budget.

13.3 Confidentiality. Each Member agrees that it will hold, and will use all commercially reasonable efforts to cause its officers, directors, members, managers, partners, employees, accountants, counsel, consultants, advisors, financial sources, financial institutions, and agents (the ***"Representatives"***) to hold, in confidence all confidential information and documents regarding the Company and its Subsidiaries pursuant to or received by such Member or its Representatives in connection with this Agreement or any transaction contemplated hereby (except as required by applicable law, regulation or legal process, including any rule or regulation of a self-regulatory organization to which such Member or its Representatives are subject); provided, that each Member shall be entitled to disclose such confidential information and documents to its investors who are subject to confidentiality obligations owed to such Members.

ARTICLE XIV
AMENDMENT AND TERMINATION

14.1 Amendment and Waiver. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or the Members unless such modification, amendment or waiver is approved in writing by the Company and (i) Cannae (if and for so long as Cannae owns at least fifty percent (50%) of its initial equity investment in the Company), (ii) THL (if and for so long as THL owns at least fifty percent (50%) of its initial equity investment in the Company), and (iii) Parent; provided, that Cannae or THL, as applicable, must approve in writing any amendment which disproportionately and adversely affects the rights of such Member relative to the rights of other Members. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

14.2 Amendments by the Board. The Board, without the consent or approval at any time of any Member (each Member, by acquiring its LLC Interests, being deemed to consent to any such amendment), may amend any provision of this Agreement or the Certificate, and may execute, swear to, acknowledge, deliver, file and record all documents required or desirable in connection therewith, to reflect:

(a) Qualification to do Business. A change that is necessary to qualify the Company as a limited liability company or a Company in which the Members have limited liability; and

(b) Changes Which are Inconsequential, Curative or Required. A change that is:

(i) Of an inconsequential nature and does not adversely affect any Member in any respect; or

(ii) Necessary to reflect the addition or removal of any Member or the current Capital Contributions and number or class of Units held by each Member on the Company Register, following any change to such items in accordance with the provisions of this Agreement.

14.3 Termination of Agreement. This Agreement will terminate in respect of all Members (a) with the written consent of the Company and (i) Cannae, (ii) THL, and (iii) Parent; or (b) upon the dissolution, liquidation or winding-up of the Company; provided, that the Company's obligations pursuant to **Section 13.1(b)** and **Section 13.1(c)** shall survive termination of this Agreement until the later of (i) with respect to Cannae and THL, a Public Offering, or (ii) with respect to Cannae, until Cannae holds less than fifty percent (50%) of its initial equity investment in the Company, and with respect to THL, until THL holds less than fifty percent (50%) of its initial equity investment in the Company.

14.4 Termination as to a Party. Any Member who ceases to hold any Units shall cease to be a Member and, except as provided herein, shall have no further rights or obligations under this Agreement.

ARTICLE XV
DISSOLUTION; LIQUIDATION

15.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first to occur of any of the following events:

(a) the decision of the Board to dissolve the Company; or

(b) any other event sufficient under the Act to cause the dissolution of the Company.

For the avoidance of doubt, the death, retirement, resignation, expulsion, incapacity, bankruptcy or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, shall not cause a dissolution of the Company, and the Company shall continue in existence subject to the terms and conditions of this Agreement.

15.2 Final Accounting. Upon the dissolution of the Company, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

15.3 Liquidation.

(a) Dissolution of the Company shall be effective as of the date on which the event occurs giving rise to the dissolution and all Members shall be given prompt notice thereof in accordance with **Section 16.7**, but the Company shall not terminate until the assets of the Company have been distributed as provided for in **Section 15.3(c)**. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business, assets and affairs of the Company shall continue to be governed by this Agreement.

(b) Upon the dissolution of the Company, the Board, or, if there is no Board, a person selected by Class A Members holding 66 2/3% in Interest of the Class A Interests shall act as the liquidator (the ***"Liquidator"***) of the Company to wind up the Company. The Liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner. A reasonable amount of time shall be allowed for the orderly liquidation of assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation.

(c) The Liquidator shall distribute all proceeds from liquidation in the following order of priority:

(i) first, to creditors of the Company (including creditors who are Members) in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Members in the same manner in which distributions are made pursuant to **Article V**, which distributions shall be deemed to be made pursuant to **Article V**.

The Liquidator shall determine whether any assets of the Company shall be liquidated through sale or shall be distributed in kind. A distribution in kind of an asset to a Member shall be considered, for the purposes of this **Article XV**, a distribution in an amount equal to the fair market value of the assets so distributed as determined by the Liquidator in its reasonable discretion.

15.4 Cancellation of Certificate. Upon the completion of the distribution of Company assets as provided in **Section 15.3**, the Company shall be terminated and the person acting as Liquidator shall cause the cancellation of the Certificate and shall take such other actions as may be necessary or appropriate to terminate the Company, including filing the certificate of cancellation with the Secretary of State of the State of Delaware.

ARTICLE XVI
MISCELLANEOUS

16.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below.

"ABC Coverage" has the meaning given such term in **Section 4.1(h)**.

"Act" has the meaning given such term in the definition of Certificate.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" of any particular Person means any other Person Controlling, Controlled by or under common Control with such particular Person or, in the case of a natural Person, any other member of such Person's Family Group.

"Agreement" has the meaning given such term in the preamble.

"Appraisal Price" means the "fair market value" of each Unit determined in accordance with this definition by one or more of the following independent investment banking firms (the ***"Firms"***) or one of their Affiliates acting as an appraiser (an ***"Appraiser"***): Bank of America Securities, LLC, Barclays Bank PLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank AG, Goldman Sachs Group, Inc., J.P. Morgan Securities Inc. and Morgan Stanley, provided that if all such Firms have been exhausted by either having already rendered a valuation or a Unit Holder (which may be Cannae, THL and/or a Class B Unit Holder depending on whose Units are being redeemed) or Parent has approached such Firms to engage them and such Firms have declined such engagement, then the parties will cooperate and use their reasonable best efforts to mutually agree upon another independent, nationally recognized investment banking firm. Each party who selects an Appraiser must make such selection within fifteen (15) days of the event triggering the Appraisal. Each party selecting an Appraiser hereunder shall direct the Appraiser to deliver its valuation within thirty (30) days of being retained, and such party shall cooperate with the Appraiser and use its reasonable best efforts to cause such valuation to be delivered within such time frame. The expenses of any Appraiser engaged in connection with the Appraisal Process shall be divided evenly among Black Knight or its designee on the one hand, and, as applicable, Cannae, THL and any other Putting Unit Holders on a pro rata basis in proportion to their Units on the other hand. The Appraisal Price shall be determined as follows:

(a) Each Appraiser retained hereunder shall determine the fair market per Unit value of the Units assuming the sale of the entire equity interest of the Company to an independent willing buyer in an arm's-length transaction under the current prevailing market

conditions for the sale of all of the equity of comparable business enterprises intended for continued use as part of a going concern and the proceeds of such sale had been distributed by the Company in complete liquidation pursuant to the priorities set forth in **Section 5.2**. Other than as set forth in the subsequent sentence, each Appraiser shall assume that in any such transaction each Member of the Company would receive the same per Unit consideration applicable to the Units within such class, and the Appraiser shall not apply any discount for a minority interest or illiquidity of the Cannae Units, the THL Units or Class B Units, nor any control premium.

(b) The initial Appraiser shall be selected by the Unit Holder (the ***"Unit Holder Appraiser"***). If the Parent does not accept the per Unit valuation arrived at by the Unit Holder Appraiser, then the Parent shall promptly notify the Unit Holder thereof and Parent shall retain one of the Firms as a second Appraiser (the ***"Parent Appraiser"***). If the Appraisal Process has been initiated by one or more Putting Unit Holders pursuant to **Section 9.2**, the Unit Holder Appraiser shall be designated by the Putting Unit Holders holding a majority of the Units of all Putting Unit Holders.

(c) If a valuation is delivered by the Parent Appraiser in accordance with paragraph (b), and the Parent Appraiser and the Unit Holder Appraiser arrive at per Unit valuations (the ***"Initial Valuations"***) within ten percent (10%) of each other, the mathematical mean of the Initial Valuations shall be deemed to be the Appraisal Price. If such Appraisers shall arrive at Initial Valuations that are not within ten percent (10%) of each other but are within twenty percent (20%) of each other, then the Parent Appraiser and the Unit Holder Appraiser, as soon as reasonably practicable, shall jointly retain a Firm to act as a third Appraiser (the ***"Third Appraiser"***) on reasonable terms agreed to by Cannae, THL and Parent in good faith. In the event the valuation of the Third Appraiser is greater than the higher of the Initial Valuations, then the Appraisal Price shall be the higher of the Initial Valuations. In the event the valuation of the Third Appraiser is less than the lower of the Initial Valuations, the Appraisal Price shall be the lower of the Initial Valuations. If the valuation of the Third Appraiser is not greater than the higher of the Initial Valuations or less than the lower of the Initial Valuations, the Appraisal Price shall be the mathematical mean of (i) the per Unit valuation arrived at by the Third Appraiser, and (ii) the Initial Valuation that is closest to that of the per Unit valuation arrived at by the Third Appraiser.

(d) If the Initial Valuations are not within twenty percent (20%) of each other, then neither valuation shall be used and the Unit Holder(s) will retain a new Firm (in accordance with the procedures set forth in subclause (b) above) to act as Unit Holder Appraiser (the ***"Second Unit Holder Appraiser"***) and Parent shall retain a new Firm to act as Parent Appraiser (the ***"Second Parent Appraiser"***). If the per Unit valuations arrived at by the Second Unit Holder Appraiser and Second Parent Appraiser (the ***"Second Valuations"***) are within twenty percent (20%) of each other, then the Appraisal Price shall be determined as set forth in paragraph (c) above. If the Second Valuations are not within twenty percent (20%) of each other, then the Second Valuations shall not be used and the Second Parent Appraiser and the Second Unit Holder Appraiser, as soon as reasonably practicable, shall jointly select a Firm to act as a final Appraiser (the ***"Final Appraiser"***) on reasonable terms agreed to by the Unit

Holder(s) (in accordance with the procedures set forth in subclause (b) above) and Parent in good faith. So long as the valuation of the Final Appraiser is not greater than the higher of the Second Valuations or less than the lower of the Second Valuations, the valuation arrived at by the Final Appraiser shall be deemed to be the Appraisal Price. In the event the valuation of the Final Appraiser is greater than the higher of the Second Valuations, then the Appraisal Price shall be the higher of the Second Valuations. In the event the valuation of the Final Appraiser is less than the lower of the Second Valuations, the Appraisal Price shall be the lower of the Second Valuations.

"Appraisal Process" shall mean the process described in the definition of Appraisal Price in order to arrive at the Appraisal Price.

"Appraiser" has the meaning set forth in the definition of Appraisal Price.

"Award Agreement" means each award agreement pursuant to which Class B Units are issued and granted under the Company Incentive Plan.

"Black Knight" has the meaning given such term in the recitals.

"Black Knight Change of Control" has the meaning given such term in **Section 11.1(b)**.

"Board" has the meaning given such term in the preamble.

"Book Item" has the meaning given such term in **Section 6.5(a)(i)**.

"Calculation Date" means the date selected by the Company as of which the Fair Market Value of a Termination Security is determined, which date shall be (a) not more than thirty (30) days before the closing date of the purchase of the Termination Security and (b) at least six (6) months and one (1) day after the date the Termination Security became vested (unless the Company determines that such six (6) month delay is not necessary for the award pursuant to which such Class B Units were made to be classified as an equity award under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, Stock Compensation (or any applicable successor standards) with respect to any Termination Security the valuation on the date that is 181 days following the Termination Date with respect to such Terminated Employee).

"Call Notice" has the meaning given such term in **Section 9.4(a)**.

"Call Price" means, as of the date that the applicable Call Notice is first given under **Section 9.4**, the greater of (i) the price per Unit that the Calling Party and the Called Party shall negotiate in good faith for thirty (30) days, but if the parties are unable to agree upon the terms of such price within such thirty (30)-day period, then the Appraisal Price and (ii) the price per Unit that would result in, assuming consummation of such transaction, a THL Threshold Multiple of Investor Capital or a Cannae Threshold Multiple of Investor Capital (as applicable) equal to 2.0.

"Call Right" has the meaning given such term in **Section 9.4(a)**.

"Called Party" has the meaning given such term in **Section 9.4(a)**.

"Called Units" has the meaning given such term in **Section 9.4(a)**.

"Calling Party" has the meaning given such term in **Section 9.4(a)**.

"Cannae" has the meaning given such term in the preamble.

"Cannae Manager" has the meaning given such term in **Section 4.1(a)(ii)**.

"Cannae Redemption Units" has the meaning given such term in **Section 11.1(a)**.

"Cannae Threshold Multiple of Investor Capital" means, as of any date of determination, the quotient obtained by dividing (a) an amount as determined by the applicable sale price (irrespective of form of consideration) of Cannae's aggregate investment in the Company (whether directly or indirectly) taking into account all Cash Distributions received by Cannae and sale proceeds received by Cannae (other than as a result of a Transfer pursuant to clauses (d) through (f) of the definition of Exempt Transfer) in respect of all Cannae Units prior to such date of determination by (b) Cannae's total gross cumulative amount of investment in the Company as of such date of determination.

"Cannae Units" means Units and any other Unit Equivalents held by Cannae.

"Capital Account" has the meaning given such term in **Section 3.9**.

"Capital Contribution" means, with respect to any Member, the amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company by such Member at such time with respect to the Interests held by such Member reduced by the amount of any liability of such Member assumed by the Company or the amount of any liability to which any property contributed by such Member is subject.

"Cash Distributions" means dividend distributions, payments of interest on capital, capital reductions, amortizations, and redemptions and any other distribution made by the Company to Cannae or THL, other than any Tax Distributions; provided, for the avoidance of doubt, that any amounts received by Cannae or THL as payment for any transaction, loan repayment or other fee shall not be considered as Cash Distributions.

"Certificate" means the Certificate of Formation of the Company as filed with the Secretary of State of the State of Delaware on September 3, 2020 pursuant to the Delaware Limited Liability Company Act (6 Del. C. Section 18-101, *et seq.*, as amended and in effect from time to time) (the ***"Act"***), as it may be amended or restated from time to time.

"Chairman" has the meaning given such term in **Section 4.1(c)**.

"Class A Interest" means the limited liability company interest represented by the Class A Units owned by a Class A Member in the Company at any particular time, including the right of such Class A Member to any and all benefits to which such Class A Member may be entitled

as provided in the Act, this Agreement, or otherwise, together with the obligations of such Class A Member to comply with all terms and provisions of this Agreement and the Act.

"Class A Member" means each Person admitted to the Company as a Class A Member whose name is set forth on **Schedule I** hereto as a Class A Member with respect to Class A Units held by such Person, and any other Person admitted as an additional or substitute Class A Member, so long as such Person remains a Class A Member.

"Class A Units" has the meaning given such term in **Section 3.3(a)(i)**.

"Class A Participation Price" means, for each Class A Unit, the aggregate amount that would be distributed with respect to such Class A Unit in accordance with **Section 5.2** if the aggregate amount to be distributed to all Members pursuant to **Section 5.2** was equal to the implied valuation of the Company to be paid in the Tag-Along Sale (i.e., such aggregate amount that, if distributed in accordance with **Section 5.2**, would result in each Class A Unit receiving distributions equal to the price offered to the Selling Holder for each Class A Unit in the Tag-Along Sale).

"Class B Interest" means the limited liability company interest represented by the Class B Units owned by a Class B Member in the Company at any particular time, including the right of such Class B Member to any and all benefits to which a Class B Member may be entitled as provided in the Act, this Agreement, or otherwise, together with the obligations of such Class B Member to comply with all terms and provisions of this Agreement and the Act.

"Class B Member" means each Person admitted to the Company as a Class B Member whose name is set forth on **Schedule I** hereto as a Class B Member with respect to Class B Units held by such Person, and any other Person admitted as an additional or substitute Class B Member, so long as such Person remains a Class B Member.

"Class B Participation Price" means, for each vested Class B Unit (including any unvested Class B Units that will become vested as a result of the Tag-Along Sale), the aggregate amount that would be distributed with respect to such vested Class B Unit in accordance with **Section 5.2** if the aggregate amount to be distributed to all Members pursuant to **Section 5.2** was equal to the implied valuation of the Company to be paid in the Tag-Along Sale (i.e., an aggregate amount that, if distributed in accordance with **Section 5.2**, would result in each Class A Unit receiving distributions equal to the Class A Participation Price).

"Class B Units" has the meaning given such term in **Section 3.3(a)(ii)**.

"Closing Date" has the meaning ascribed to such term in the Equity Purchase Agreement.

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

"Committee" has the meaning given such term in **Section 4.1(i)**.

"Company" has the meaning given such term in the preamble.

"Company Business" has the meaning given such term in **Section 2.5(a)**.

"Company Incentive Plan" means the 2020 Management Incentive Plan of the Company, in the form attached hereto as **Exhibit C**, as the same may be amended, restated, modified or supplemented from time to time.

"Company Minimum Gain" has the meaning given such term in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Company Notes" means the notes and instruments listed on **Schedule III** hereto**.**

"Company Register" has the meaning given such term in **Section 3.1(a)**.

"Compensatory Interests" has the meaning given such term in **Section 3.4(c)(i)**.

"Competitive Business" has the meaning given such term in **Section 8.1(d)**.

"Contribution Agreement" has the meaning given such term in the recitals.

"Control" (including, with correlative meaning, all conjugations thereof) means with respect to any Person, the ability of another Person to control or direct the actions or policies of such first Person, whether by ownership of voting Units, by contract or otherwise.

"Corporate Member" means a Member (or a Member the regarded owner of which is) taxable as a corporation for U.S. federal income tax purposes at any time during a relevant taxable period.

"Corporate Opportunity" has the meaning given such term in **Section 16.10**.

"Corporate Tax Rate" means the highest combined marginal U.S. federal, state and local income tax rate for a U.S. corporation with an assumed average apportioned state and local income tax rate of 8%.

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such Fiscal Year, except that with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted tax basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Depreciation Recapture" has the meaning given such term in **Section 6.5(a)(ii)(B)**.

"Determination Date" has the meaning given such term in **Section 11.1(c)**.

"Election" has the meaning given such term in **Section 9.1(a)**.

"Employed" has the meaning given such term in **Section 3.5(a)(i)**.

"Employment" has the meaning given such term in **Section 3.5(a)(i)**.

"Equity Purchase Agreement" has the meaning given such term in the recitals.

"Exempt Transfer" means a Transfer of Units (a) for a sale price that would imply, assuming consummation of such Transfer and that Cannae and THL sold all of their Units at such price, a Cannae Threshold Multiple of Investor Capital and a THL Threshold Multiple of Investor Capital of greater than 2.0, (b) pursuant to **Section 8.2**, (c) pursuant to **Sections 9.1**, **9.4**, **10.1** or **11.1**, (d) upon the death of the holder pursuant to the applicable laws of descent and distribution, (e) solely to or among such Member's Family Group, (f) incidental to the exercise, conversion or exchange of such Units in accordance with their terms, any combination of Units (including any reverse Unit split) or any recapitalization, reorganization or reclassification of, or any merger or consolidation involving, the Company, (g) to and among the Affiliates of the Member, partners of the Member and the partners of a Member (including any limited partner of any of the THL Holders or their respective Affiliates), stockholders, employees and Affiliates of such partners or Affiliates, and (h) pursuant to a pledge of the Units to an unaffiliated financial institution.

"Exempted Arrangements" means (i) the payment of the Transaction Fees and (ii) the arrangements provided in (A) the intercompany agreements listed on **Schedule II** hereto, (B) the Company Notes and (C) any agreement or transaction which involves payments by any party of less than $1,500,000 annually in the aggregate, between Black Knight or any of its Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand.

"Fair Market Value" means the fair market value reasonably determined by the Board.

"Family Group" means, with respect to any individual, such individual's spouse and descendants (whether natural or adopted) and any trust, partnership, limited liability company or similar vehicle established and maintained solely for the benefit of (or the sole members or partners of which are) such individual, such individual's spouse and/or such individual's descendants.

"Firms" has the meaning given such term in the definition of Appraisal Price.

"First Appraisal" has the meaning given such term in the definition of Appraisal Price.

"First Appraisal Deadline" has the meaning given such term in **Section 9.1(b)**.

"Fiscal Year" has the meaning given such term in **Section 2.7**.

"Forward Purchase Agreements" has the meaning given such term in the recitals.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the Gross Asset Value of any asset (other than a promissory note described in Regulations Section 1.704-1(b)(iv)(d)(2)) contributed by a Member to the Company is the gross fair market value of such asset as reasonably determined by the contributing Member and the Board at the time of contribution;

(b) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Board, as of the following times: (i) the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; (iii) the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in its capacity as a Member, or by a new Member acting in its capacity as a Member or in anticipation of becoming a Member; and (iv) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however*, that the adjustments pursuant to **clauses (i)**, **(ii)** and **(iii)** above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as reasonably determined by the Board; and

(d) the Gross Asset Values of all Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and **clause (f)** of the definition of ***"Net Income"*** and ***"Net Loss"*** or **Section 6.3(f)**; *provided, however*, that such Gross Asset Values shall not be adjusted pursuant to this **clause (d)** to the extent the Board reasonably determines that an adjustment pursuant to **clause (b)** above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph.

If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to **clause (a)** or **(b)** above, such Gross Asset Value shall thereafter be adjusted by Depreciation taken into account with respect to such asset for purposes of computing Net Income or Net Loss.

"GTCR Blocker" has the meaning given such term in the recitals.

"GTCR Fund XI/C" has the meaning given such term in the recitals.

"Hurdle Amount" means, in respect of a Class B Unit, a specified amount, which shall be (i) with respect to the Class B Units issued as of the date hereof (if any), the amount set forth

on **Schedule I** hereto, and (ii) with respect to each subsequent issuance of Class B Units, the amount determined by the Board at the time of such subsequent issuance and set forth both in an Award Agreement and on **Schedule I** hereto (which **Schedule I** shall be updated from time to time upon issuance of additional Class B Units in accordance with this Agreement). If any Unit outstanding immediately prior to the issuance of such Class B Unit is redeemed or repurchased by the Company, the Hurdle Amount applicable to each Class B Unit outstanding at the time of such redemption or repurchase shall be appropriately adjusted, as determined by the Board in good faith, such that the amount that would be received by such Class B Unit in a Hypothetical Liquidation immediately after such redemption or repurchase is the same as the amount that would be received by such Class B Unit in a Hypothetical Liquidation immediately prior to such redemption or repurchase. The Hurdle Amount for each outstanding Class B Unit shall be increased by the aggregate amount of all Capital Contributions made to the Company subsequent to the issuance of such Class B Unit.

"Hypothetical Liquidation" means as of any date, a hypothetical liquidation of the Company as of such date, assuming (i) that a sale of all the assets of the Company occurs at prices equal to their respective fair market values (as reasonably determined by the Board), (ii) the net proceeds of such sale are distributed to the Members pursuant to **Section 5.2**, and after payment of all actual Company indebtedness, and any other liabilities related to the Company's assets, limited, in the case of the hypothetical payment of non-recourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities.

"Initial Capital Contributions" has the meaning given such term in **Section 3.1(a)**.

"Initial Valuations" has the meaning given such term in the definition of Appraisal Price.

"Interests" means the Class A Interests and the Class B Interests.

"IPO" has the meaning given to such term in **Section 9.3(a)**.

"IPO Co" has the meaning given to such term in **Section 9.3(a)**.

"IRS" means the U.S. Internal Revenue Service.

"Liquidator" has the meaning given such term in **Section 15.3(b)**.

"Majority in Interest" or ***"___% in Interest"*** means, with respect to Units of a particular class, vested Units of such class representing, (a) in the case of a Majority in Interest, more than 50% of the aggregate number of vested Units of such class or, (b) for all other cases, at least the designated percentage of the aggregate number of vested Units of such class.

"Management Member" has the meaning given such term in the preamble.

"Management Member Redemption Units" has the meaning given such term in the **Section 11.1(a)**.

"Management Piggyback Transfer Notice" has the meaning given such term in **Section 9.2(a)**.

"Management Transfer Notice" has the meaning given such term in **Section 9.2(a)**.

"Management Units" means the Class B Units.

"Management Units Transferee" has the meaning given such term in **Section 3.5(a)(i)**.

"Manager" has the meaning given such term in **Section 4.1(a)**.

"Member Nonrecourse Debt" has the meaning given such term in Regulations Section 1.704-2(b)(4) for "partner nonrecourse debt."

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"Member Sponsors" has the meaning given such term in **Section 4.6(f)**.

"Members" has the meaning given such term in the preamble.

"New Units" has the meaning given such term in **Section 12.1(a)**.

"Newco" means an entity the securities of which become listed and traded on a national securities exchange in connection with a distribution described in clause (ii) of the definition herein of "Significant Transaction".

"Net Income" and ***"Net Loss"*** means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or other period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) with the following adjustments (without duplication):

(a) any income of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph, shall be added to such income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss, shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clauses (b) or (c) of the definition of ***"Gross Asset Value"***, the amount of such

adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed based on the Gross Asset Value of the property;

(f) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

(g) any items which are specially allocated pursuant to the provisions of **Section 6.3** shall not be taken into account in computing Net Income or Net Loss.

"Non-Corporate Member" means a Member other than a Corporate Member.

"Non-Corporate Tax Rate" means the highest combined marginal ordinary income U.S. federal, state and local tax rate (including for the avoidance of doubt the net investment income tax imposed by Code Section 1411 and corresponding provisions of state and local law) for an individual residing in New York City, New York.

"Nonrecourse Deductions" has the meaning given such term in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning given such term in Regulations Section 1.704-2(b)(3).

"Note" has the meaning given such term in **Section 3.5(d)**.

"OB Holdings" has the meaning given such term in the recitals.

"Offered Class A Units" has the meaning given such term in **Section 8.2(a)**.

"Original Agreement" has the meaning given such term in the recitals.

"Other Unit Holders" has the meaning given such term in **Section 8.2(a)**.

"Parent" has the meaning given such term in the preamble.

"Parent Appraiser" has the meaning given such term in the definition of Appraisal Price.

"Parent Managers" has the meaning given such term in **Section 4.1(a)(ii)**.

"Partnership Representative" has the meaning given such term in **Section 7.2**.

"Percentage Interest" of any Member at any time means a fraction, expressed as a percentage, the numerator of which is the aggregate number of Class A Units held by such Member at such time, and the denominator of which is the aggregate number of Class A Units held by all Members at such time.

"Person" means an individual, a partnership, a joint venture, a corporation, an association, a joint stock company, a limited liability company, a trust, an unincorporated organization or a government or any department or agency or political subdivision thereof.

"Prime Rate" means the highest U.S. prime rate of interest published by The Wall Street Journal as the "base rate" on corporate loans at large money center commercial banks.

"Profits Interest" has the meaning given such term in **Section 3.4(b)**.

"Proposed Rules" has the meaning given such term in **Section 3.4(c)(i)**.

"Public Offering" means an offering and sale to the public of any Units or equity securities of the Company, any successor entity or any direct or indirect parent entity (other than Black Knight) thereof, any of its Subsidiaries, or any Person that holds all of the Securities or assets of the Company (other than Black Knight), pursuant to a registration statement in the United States.

"Put Accepting Party" has the meaning given such term in **Section 9.1(a)**.

"Put Units" has the meaning given such term in **Section 9.1(a)**.

"Putting Party" has the meaning given such term in **Section 9.1(a)**.

"Putting Unit Holder" has the meaning given such term in **Section 9.2(a)**.

"Quorum" means, with respect to any meeting of Managers of the Board, a group of Managers present at any meeting that includes at least a majority of Managers as of such time.

"***Redeeming Party***" has the meaning given such term in **Section 11.1(a)**.

"Redemption Closing" has the meaning given such term in **Section 11.2**.

"Redemption Date" has the meaning given such term in **Section 11.1(a)**.

"Redemption Notice" has the meaning given such term in **Section 11.1(a)**.

"Redemption Price" has the meaning given such term in **Section 11.1(c)**.

"Redemption Units" has the meaning given such term in **Section 11.1(a)**.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the date hereof, by and among the Company, Parent, THL, Cannae and the other parties that may from time to time become party thereto.

"Regular Distributions" means all distributions other than Tax Distributions.

"Regulations" means the Income Tax Regulations promulgated under the Code, as amended.

"Regulatory Allocations" has the meaning given such term in **Section 6.3(g)**.

"Rejecting Holder" has the meaning given such term in **Section 12.1(a)**.

"Reserves" means the amount of proceeds that the Board determines in good faith and in its reasonable discretion is necessary to be maintained by the Company for the purpose of paying reasonably anticipated expenses, liabilities and obligations of the Company regardless of whether such expenses, liabilities and obligations are actual or contingent.

"Safe Harbor Election" has the meaning given such term in **Section 3.4(c)(i)**.

"Sale Notice" has the meaning given such term in **Section 8.2(a)**

"Sale of the Company" means the consummation of a transaction, whether in a single transaction or in a series of related transactions that are consummated contemporaneously (or consummated pursuant to contemporaneous agreements), with any other Person or group of Persons on an arm's-length basis other than an Affiliate of Cannae or THL, pursuant to which such party or parties (a) acquire (whether by merger, Unit purchase, recapitalization, reorganization, redemption, issuance of Units or otherwise) more than fifty-percent (50%) of the voting Units of the Company or (b) acquire assets constituting all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis; *provided, however,* that in no event shall a Sale of the Company be deemed to include any transaction effected for the purpose of (i) changing, directly or indirectly, the form of organization or the organizational structure of the Company or any of its Subsidiaries or (ii) contributing Securities to entities controlled by the Company; *provided*, that a Public Offering shall in no circumstances constitute a Sale of the Company.

"SEC" means the United States Securities and Exchange Commission.

"Second Appraisal Deadline" has the meaning given such term in **Section 9.1(b)**.

"Second Election" has the meaning given such term in **Section 9.1(b)**.

"Second Parent Appraiser" has the meaning given such term in the definition of Appraisal Price.

"Second Unit Holder Appraiser" has the meaning given such term in the definition of Appraisal Price.

"Second Valuations" has the meaning given such term in the definition of Appraisal Price.

"Securities" means securities of every kind and nature, including stock, notes, bonds, evidences of indebtedness, options to acquire any of the foregoing, and other business interests of every type, including interests in any Person.

"Securities Act" means the Securities Act of 1933 and the rules and regulation promulgated thereunder, all as the same have been or may be amended from time to time.

"Securities Exchange Act" means the Securities Exchange Act of 1934 and the rules and regulation promulgated thereunder, all as the same have been or may be amended from time to time.

"Sellers" has the meaning given such term in the recitals.

"Selling Holder" has the meaning given such term in **Section 8.2(a)**.

"Significant Transaction" means any of (i) a Public Offering or (ii) a distribution of stock of a Person holding Class A Units, which distribution is intended to qualify as a tax-free distribution under Section 355 of the Code which, in each case, results in the Units or other securities (either of the Company, of a Person holding Class A Units, or of a person described in the definition of "Public Offering" above) becoming listed on a national securities exchange; *provided* however, that for the avoidance of doubt, a distribution by any Member to Black Knight or Cannae shall not be considered a Significant Transaction.

"Subsidiary" means, with respect to any specified Person, any other Person in which such specified Person, directly or indirectly through one or more Affiliates or otherwise, beneficially owns at least fifty percent (50%) of either the ownership interest (determined by equity or economic interests) in, or the voting control of, such other Person.

"Subsidiary Security Equivalents" means (without duplication with any other Subsidiary Security Equivalents) rights, warrants, options, convertible equity securities, or exchangeable equity securities or indebtedness, or other rights, exercisable for or convertible or exchangeable into, directly or indirectly, equity securities or securities exercisable for or convertible or exchangeable into equity securities, as the case may be, whether at the time of issuance or upon the passage of time or the occurrence of some future event.

"Tag-Along Notice" has the meaning given such term in **Section 8.2(b)**.

"Tag-Along Portion" means, for any Selling Holder or Tagging Person in a Tag-Along Sale, that number of Units equal to the product of (i) the total number of Units to be sold in the Tag-Along Sale (assuming the conversion of all vested Class B Units in accordance with **Section**

8.2(c)), and (ii) such Selling Holder's or Tagging Person's Percentage Interest (assuming the conversion of all vested Class B Units in accordance with **Section 8.2(c)**).

"Tag-Along Sale" has the meaning given such term in **Section 8.2(a)**.

"Tag-Along Sale Percentage" has the meaning given such term in **Section 8.2(a)**.

"Tagging Persons" has the meaning given such term in **Section 8.2(b)**.

"Target" has the meaning given such term in the recitals.

"Tax Distribution" means a distribution under **Section 5.3**.

"Termination Date" has the meaning given such term in **Section 3.5(a)(i)**.

"Terminated Employee" has the meaning given such term in **Section 3.5(a)(i)**.

"Termination Event" has the meaning given such term in **Section 3.5(a)(i)**.

"Termination Price" has the meaning given such term in **Section 3.5(c)**.

"Termination Securities" has the meaning given such term in **Section 3.5(a)(i)**.

"Third Appraiser" has the meaning given such term in the definition of Appraisal Price.

"Third Election" has the meaning given such term in **Section 9.1(b)**.

"THL" has the meaning given such term in the preamble.

"THL Holders" has the meaning given such term in the preamble.

"THL Holding Company" has the meaning given such term in the preamble.

"THL Holding Company Interests" means the stock and indebtedness (if any) of each THL Holding Company.

"THL Manager" has the meaning given such term in **Section 4.1(a)(i)**.

"THL Redemption Units" has the meaning given such term in **Section 11.1(a)**.

"THL Sellers" means, in connection with a disposition of THL Units or THL Holding Company Interests, the Persons that disposed of such THL Units or THL Holding Company Interests, respectively.

"THL Threshold Multiple of Investor Capital" means, as of any date of determination, the quotient obtained by dividing (a) an amount as determined by the applicable sale price (irrespective of form of consideration) of THL's aggregate investment in the Company (whether directly or indirectly) taking into account all Cash Distributions received by THL and sale

proceeds received by THL (other than as a result of a Transfer pursuant to clauses (d) through (f) of the definition of Exempt Transfer) in respect of all THL Units prior to such date of determination by (b) THL's total gross cumulative amount of investment in the Company as of such date of determination.

"THL Units" means Units and any other Unit Equivalents held by THL.

"Transaction" has the meaning given such term in the recitals.

"Transaction Expenses" has the meaning given such term in **Section 4.6.**

"Transaction Fees" means, in connection with the Transaction, the transaction fees to be paid pursuant to that certain letter agreement, dated as of September 15, 2020, between the Company, Trasimene Capital Management, LLC, Black Knight and THL.

"Transfer" means (in either the noun or the verb form, including with respect to the verb form, all conjugations thereof within their correlative meanings) with respect to any security, the gift, sale, assignment, transfer, pledge, hypothecation or other disposition (whether for or without consideration, whether directly or indirectly, and whether voluntary, involuntary or by operation of law) of such security or any interest therein; *provided, however*, that transfers of all or any portion of stock, partnership interests (general or limited), membership interests or other similar securities or any securities convertible into or exercisable or exchangeable therefor in (i) Black Knight, (ii) Cannae or (iii) THL shall not constitute a "Transfer".

"Transfer Notice" has the meaning given such term in **Section 9.1(a)**.

"Transferee" means any Person to whom a Member may Transfer Units.

"Transferor" means the transferor in a Transfer.

"Unit Holder" means the owner of a Unit.

"Unit Holder Appraiser" has the meaning given such term in the definition of Appraisal Price.

"Units" means the Class A Units, the Class B Units and any other class or series of authorized units of the Company.

"Unit Equivalents" means (without duplication with any Class A Units, Class B Units or other Unit Equivalents) rights, warrants, options, convertible Units, or exchangeable Units or indebtedness, or other rights, exercisable for or convertible or exchangeable into, directly or indirectly, Units or securities exercisable for or convertible or exchangeable into Units, as the case may be, whether at the time of issuance or upon the passage of time or the occurrence of some future event.

"Unreturned Capital Contributions" means, with respect to each Class A Member, at any time of determination, the aggregate amount of such Class A Member's Capital

Contributions less the amount of distributions received by such Class A Member (or its predecessors in interest) under **Section 5.2(a)**.

"Vice Chairman" has the meaning given such term in **Section 4.1(c)**.

16.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

16.3 Entire Agreement. Except as otherwise expressly set forth herein, this document (including the Company Incentive Plan and any other exhibits and schedules hereto), together with any applicable terms of any Award Agreement between any Management Member, on the one hand, and the Company, on the other hand, embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

16.4 Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and the Members and any subsequent holders of Units and the respective successors and assigns of each of them, so long as they hold Units.

16.5 Counterparts. This Agreement may be executed in separate counterparts (including by means of telecopied, facsimile or electronic pdf signature pages) each of which shall be an original and all of which taken together shall constitute one and the same agreement.

16.6 Remedies. The Company and the Members shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company or any Member may in its or his sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

16.7 Notices. Any notice provided for in this Agreement shall be in writing and shall be either emailed, personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the Company at the address set forth below and to any other recipient at the address indicated on the Company's records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when sent by email (with no message of error or non-delivery), delivered personally, 5 days after

deposit in the U.S. mail and one day after deposit with a reputable overnight courier service. Notices to the Company will be sent to:

Optimal Blue Holdco, LLC
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Chief Financial Officer
Email: Kirk.Larsen@bkfs.com
with copies (which shall not constitute notice) to:

Cannae Holdings, LLC
1701 Village Center Circle
Las Vegas, NV 89134
Attention: General Counsel
Email: mgravelle@fnf.com

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello; Sachin Kohli
Email: michael.aiello@weil.com; sachin.kohli@weil.com

Thomas H. Lee Partners, L.P.
100 Federal Street
Boston, MA 02110
Attention: Shari Wolkon
Email: swolkon@thl.com

Notices to any Member will be sent to the address set forth opposite such Member's name on **Exhibit A** attached hereto.

16.8 Governing Law. The Act shall govern all questions arising under this Agreement concerning the relative rights of the Company and its Members. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware. The parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom sitting in New Castle County in the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) over any suit, action or proceeding arising out of or relating to this Agreement. The parties hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to any such party shall be effective service of process for any action, suit or proceeding brought against a party in any such court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding

brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereto agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon any party and may be enforced in any other courts to whose jurisdiction any party is or may be subject, by suit upon such judgment.

16.9 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

16.10 Business Opportunities. Except to the extent otherwise agreed between any Manager or any Member, on the one hand, and the Company or any of its Affiliates, on the other hand, any Manager or Member and any Affiliate of such Member may engage in or possess an interest in other investments, business ventures or entities of any nature or description, independently or with others, similar or dissimilar to, or that compete with, the investments or business of the Company, and may provide advice and other assistance to any such investment, business venture or entity, and the Company and the Members shall have no rights by virtue of this Agreement in and to such investments, business ventures or entities or the income or profits derived therefrom, and the pursuit of any such investment or venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Manager, Member nor any Affiliate thereof shall be obligated to present any particular investment or business opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Manager, Member or any Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity; *provided*, *however*, that Black Knight shall present to the Board all investment or business opportunities of which it becomes aware and which are within the scope of the business of the Company and its Subsidiaries or are otherwise competitive with the business of the Company and its Subsidiaries (each such investment or business opportunity, a "***Corporate Opportunity***"), and Black Knight shall not pursue, negotiate or consummate any Corporate Opportunity unless the Board declines to pursue such Corporate Opportunity.

16.11 Appointment of Board as Attorney-in-Fact. Each Class B Member hereby irrevocably constitutes, appoints and empowers the Board and its duly authorized officers, managers, agents, successors and assignees, with full power of substitution and resubstitution, as its true and lawful attorneys-in-fact, in its name, place and stead and for its use and benefit, to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents necessary or advisable to carrying out the following:

(a) any and all amendments to this Agreement that may be permitted or required by this Agreement or the Act, including amendments required to effect the admission of a Member pursuant to and as permitted by this Agreement or to revoke any admission of a Member which is prohibited by this Agreement;

(b) any certificate of cancellation of the Certificate that may be necessary upon the termination of the Company;

(c) any business certificate, certificate of formation, amendment thereto, or other instrument or document of any kind necessary to accomplish the Company Business;

(d) all conveyances and other instruments or documents that the Board deems appropriate or necessary to effectuate or reflect the dissolution, termination and liquidation of the Company pursuant to the terms of this Agreement;

(e) all conveyances and other instruments or documents that the Board deems appropriate or necessary to effectuate or reflect the conversion, contribution or other actions contemplated by this Agreement; and

(f) all other instruments that may be required or permitted by law to be filed on behalf of the Company and that are not inconsistent with this Agreement. The Board shall not take action as attorney-in-fact for any Member which would in any way increase the liability of the Member beyond the liability expressly set forth in this Agreement or which would diminish the substantive rights of such Member.

16.12 Limited Authorization of Board. Each Class B Member authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving such attorneys-in-fact full power and authority to do and perform each and every act or thing whatsoever necessary or advisable to be done in and about the foregoing as fully as such Member might or could do if personally present, and hereby ratifying and confirming all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The appointment by each such Member of the Board and its duly authorized officers, agents, successors and assigns with full power of substitution and resubstitution, as aforesaid, as attorneys-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Members under this Agreement shall be relying upon the power of the Board and such officers, managers, agents, successors and assigns to act as contemplated by this Agreement in such filing and other action by it on behalf of the Company. The foregoing power of attorney shall survive the assignment by any Member of the whole or any part of its Interest hereunder. The foregoing power of attorney may be exercised by such attorneys-in-fact by listing all of such Members executing any agreement, certificate, instrument or document with the signatures of such attorneys-in-fact acting as attorneys-in-fact for all of them.

16.13 No Third Party Beneficiaries. It is understood and agreed among the parties that this Agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other Person, other than an indemnified Person, including any Member Sponsor pursuant to **Section 4.5** and Black Knight pursuant to **Article XI,** shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.

16.14 Other Instruments and Acts. The Members other than Parent, Cannae and THL agree to execute any other instruments and perform any other acts that are or may be necessary to effectuate and carry on the affairs of the Company.

16.15 Construction. Definitions in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender shall include each other gender. Where used herein, the term "Federal" shall refer to the U.S. Federal government. As used herein, (a) "or" shall mean "and/or" and (b) "including" or "include" shall mean "including without limitation." It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

16.16 Waiver of Action for Partition. Each of the Members irrevocably waives during the term of the Company any right that such Member may have to maintain an action for partition with respect to the property of the Company.

16.17 Relations with Members. Unless named in this Agreement as a Member, or unless admitted to the Company as a Member as provided in this Agreement, no Person shall be considered a Member. Subject to **Article VIII**, the Company and the Board owe duties only to the Company and its Members and the provisions of this Agreement applicable to Members (other than **Section 4.5** and **Article XI**, which are enforceable by the Person specified therein) are only enforceable by Persons so named or admitted as Members.

16.18 Accounting Considerations. Notwithstanding anything contained herein or in any Award Agreement to the contrary, except with respect to redemptions pursuant to **Article XI**, the sale or other disposition (whether pursuant to a call right, put right or otherwise) of Class B Units shall be delayed (and the terms upon which such sale or disposition occurs shall be modified) to the extent the Company determines that such delay or modification is necessary for the award pursuant to which such Class B Units were made to be classified as an equity award under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, Stock Compensation (or any applicable successor standards).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, the parties hereto have executed this Amended and Restated Limited Liability Company Agreement on the day and year first above written.

Optimal Blue Holdco, LLC

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President and General Counsel

Black Knight Technologies, LLC

By: /s/ Kirk T. Larsen

Name: Kirk T. Larsen

Title: Executive Vice President and Chief Financial Officer

THL Optimal Blue Blocker Corp.

By: /s/ Marc Garcia

Name: Marc Garcia

Title: Vice President

Cannae Holdings, LLC

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Managing Director, General Counsel and Corporate Secretary

For the Purposes of Articles VII, IX, XI and XVI Solely:

Black Knight, Inc.

By: /s/ Kirk T. Larsen

Name: Kirk T. Larsen

Title: Executive Vice President and Chief Financial Officer

SCHEDULE I

LIST OF MEMBERS

Name of Member	Address	Units	Initial Capital Contributions
Class A Members:			
Black Knight Technologies, LLC	601 Riverside Avenue Jacksonville, FL 32204 Attention: Chief Financial Officer	60,000	$867,000,000
Cannae Holdings, LLC	1701 Village Center Circle Las Vegas, NV 89134 Attention: General Counsel	20,000	$289,000,000
THL Optimal Blue Blocker Corp.	c/o Thomas H. Lee Partners, L.P. 100 Federal Street Boston, MA 02110 Attention: General Counsel	20,000	$289,000,000
Class B Members:			

SCHEDULE II

Intercompany Agreements

1. Corporate Services Agreement, dated as of the date hereof, between Black Knight and/or one or more of its Affiliates and the Company.

SCHEDULE III

Company Notes

1. That certain Intercompany Note, dated as of September 15, 2020, by and between Optimal Blue Holdco, LLC as the Borrower and Black Knight Infoserv, LLC as the Lender in an original principal amount of $500,000,000.

Exhibit A

Notice

Cannae

Cannae Holdings, LLC

1701 Village Center Circle
Las Vegas, NV 89134
Attention: General Counsel
Email: mgravelle@fnf.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello; Sachin Kohli
Email: michael.aiello@weil.com; sachin.kohli@weil.com

THL Holders

THL Optimal Blue Blocker Corp.
c/o Thomas H. Lee Partners, L.P.
100 Federal Street, 35th Floor
Boston, MA 02110
Attention: Shari Wolkon
Email: swolkon@thl.com

Parent

Black Knight Technologies, LLC
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Chief Financial Officer
Email: Kirk.Larsen@bkfs.com

with a copy to (which shall not constitute notice):

Black Knight, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: General Counsel
Email: michael.gravelle@bkfs.com

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello; Sachin Kohli
Email: michael.aiello@weil.com; sachin.kohli@weil.com

Exhibit B

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this ***"Joinder"***), dated [___], 20[__] is entered into by and between [●], a Delaware limited liability company (the ***"Company"***), and _________________ (***"New Member"***). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Amended and Restated Limited Liability Company Agreement (as hereinafter defined).

Whereas, the Members of the Company are parties to the Second Amended and Restated Limited Liability Company Agreement, dated as of November 24, 2020, pursuant to which the parties thereto have been granted certain rights (as amended from time to time, the ***"Amended and Restated Limited Liability Company Agreement"***);

Whereas, in accordance with the terms of the Amended and Restated Limited Liability Company Agreement, New Member may join as a party thereto following the issuance of, or Transfer of, Units to New Member in accordance with, and subject to the terms and conditions of, the Amended and Restated Limited Liability Company Agreement[, including the provisions of **Section 3.4(c)**]; and

Whereas, the Members wish New Member to be bound by and New Member desires to be bound by and enjoy the benefits of the Amended and Restated Limited Liability Company Agreement.

Now, Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Agreement to be Bound**. New Member hereby acknowledges and agrees that (i) New Member has received and reviewed a complete copy of the Amended and Restated Limited Liability Company Agreement; (ii) New Member shall be a party to the Amended and Restated Limited Liability Company Agreement; (iii) New Member shall be deemed to be a Class A Member"/"Class B Member."]; and (iv) if New Member is deemed to be a Class B Member, such New Member specifically acknowledges to have reviewed and to be bound by the provisions set forth in **Sections 10.1**, **16.11** and **16.12** of the Amended and Restated Limited Liability Company Agreement.

2. **Acceptance by the Company**. The Company hereby (i) accepts New Member's agreement to be bound by the Amended and Restated Limited Liability Company Agreement and to become a party thereto; and (ii) agrees that New Member shall have all such rights provided under the Amended and Restated Limited Liability Company Agreement to [Class A Members/Class B Members] and Members generally. **Schedule I** to the Amended and Restated Limited Liability Company Agreement shall be amended and restated to include New Member thereon, and such schedule shall be included in the Company Register.

3. **Intended Beneficiaries; Successors and Assigns**. This Joinder is hereby executed by New Member for the benefit of the Company and the Members, and the Company, Members and their successors, assigns and legal representatives shall be entitled to rely upon and enforce the provisions of this Joinder and the agreements of New Member hereunder. This Joinder shall be binding upon and inure to the benefit of New Member and New Member's successors, assigns, heirs and legal representatives.

4. **Interpretation**. The headings preceding the text of Sections of this Joinder are for convenience only and shall not be deemed part of this Joinder or be given any effect in interpreting this Joinder.

5. **Counterparts**. This Joinder may be executed in separate counterparts (including by means of telecopied, facsimile or electronic pdf signature pages) each of which shall be an original and all of which taken together shall constitute one and the same Joinder.

6. **Governing Law**. The Act shall govern all questions arising under this Joinder concerning the relative rights of the Company and its Members. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware. The parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom sitting in New Castle County in the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) over any suit, action or proceeding arising out of or relating to this Agreement. The parties hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to any such party shall be effective service of process for any action, suit or proceeding brought against a party in any such court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereto agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon any party and may be enforced in any other courts to whose jurisdiction any party is or may be subject, by suit upon such judgment.

7. **Spousal Consent**. If New Member is a natural person, New Member shall cause his or her spouse, if any, to enter into a Spousal Consent substantially in the form attached hereto as **Schedule I**.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

In Witness Whereof, the parties hereto have duly executed this Joinder as of the date first above written.

Company:

Optimal Blue Holdco, LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

New Member:

____

[Name]

Exhibit A

New Member	Number of [Class A Units/Class B Units]

Schedule I

FORM OF SPOUSAL CONSENT

I, _______________, spouse of ______________________, do hereby certify, acknowledge and agree as follows:

1. I have read and approve each and every provision set forth in the Second Amended and Restated Limited Liability Agreement of Optimal Blue Holdco, LLC (the "**Company**" and such agreement, including any joinder thereto, the "**Agreement**").

2. I accept and agree to be bound by the Agreement in all respects and in lieu of each other interest I may have in the Company, whether that interest may be community property or quasi-community property under the laws relating to marital property in effect in the state of our residence as of the date of the signing of the Agreement.

3. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights under the Agreement.

4. I hereby consent to any amendments or modifications to the Agreement that are consented to, executed by or otherwise binding upon my spouse.

Dated: __________________, 20[__]

____
[Signature]

____
[Please Print Your Name]

Exhibit C

COMPANY INCENTIVE PLAN

Exhibit 10.31

OPTIMAL BLUE HOLDCO, LLC 2020
INCENTIVE PLAN

ARTICLE I
ESTABLISHMENT, DEFINITIONS AND PURPOSE

1.1 Establishment. Optimal Blue Holdco, LLC, a Delaware limited liability company (the "**Company**"), hereby establishes this plan, which is to be known as the "Optimal Blue Holdco, LLC 2020 Incentive Plan" (the "**Plan**"). The Plan shall become effective as of November 24, 2020.

1.2 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain the Amended and Restated Limited Liability Company Agreement of the Company dated as of September 15, 2020, as may be amended from time to time, or any successor agreement thereto (the "**LLC Agreement**").

1.3 Purpose. The Plan is intended to promote the long-term growth and profitability of the Company by providing members of management and other service providers who are or will be involved in the Company's growth with an opportunity to acquire an ownership interest in the Company, thereby encouraging such persons to contribute to and participate in the success of the Company. Under the Plan, the Board may grant awards (each, an "**Award**") of Class B Units (the "**Units**") to employees and/or Managers of the Company and/or its Subsidiaries, as may be selected in the sole discretion of the Board (collectively, "**Participants**").

ARTICLE II
AWARD POOL

2.1 Award Pool. 11,111,111 Class B Units are reserved for issuance under the Plan in accordance with the terms of the LLC Agreement. Any Units that for any reason are cancelled, forfeited, or acquired by the Company (pursuant to a put, call, redemption or other right) shall again be available for issuance under the Plan.

ARTICLE III
ADMINISTRATION

3.1 Administration. The Board (or a subcommittee thereof appointed to administer the Plan, which shall be treated as the "**Board**" for purposes of the Plan) shall, subject to the provisions of this Plan and the LLC Agreement, have the power and authority to prescribe, amend and rescind rules and procedures governing the administration of the Plan, including, but not limited to the full power and authority to (a) interpret the terms of the Plan, the terms of any Awards made under the Plan, and the rules and procedures established by the Board governing any such Awards, (b) determine the rights of any person under the Plan, or the meaning of requirements imposed by the terms of the Plan or an Award, or any rule or procedure established by the Board, (c) select the Participants to whom Awards will be granted under the Plan, (d) establish any

vesting or other terms and conditions applicable to an Award, (e) impose such limitations, restrictions and conditions upon, or in connection with, such Awards as it shall deem appropriate, (f) adopt, amend, and rescind administrative guidelines and other rules and regulations relating to the Plan, (g) correct any defect or omission or reconcile any inconsistency in the Plan and (h) make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan and Awards, subject to the LLC Agreement and such limitations as may be imposed by the Code or other applicable law. Each action of the Board (including each interpretation or other determination of the Board) with respect to the Plan or any Awards made under the Plan shall be final, binding and conclusive on all persons.

ARTICLE IV
ELIGIBILITY AND AWARD AGREEMENTS

4.1 Eligibility. Subject to the terms of the Plan and the LLC Agreement, the Board shall have the authority to select the Participants who will receive Awards.

4.2 Award Agreement. Awards granted under the Plan shall be evidenced by a written agreement executed by the Company and the Participant (the "**Award Agreement**").

ARTICLE V
GENERAL PROVISIONS

5.1 Nature of Awards. Each Unit will be treated as a separate Profits Interest. The Units issued under this Plan shall have a Hurdle Amount sufficient in the determination of the Board to cause such Units to be properly treated as "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 (such interest, a "**Profits Interest**"); provided, however, that in no event shall the Board, the Company or any Affiliate of the Company (or their employees, agents, officers, directors, managers, successors or assigns) be liable to any Participant if the Units are not treated as Profits Interests for U.S. federal income tax purposes. Notwithstanding anything to the contrary, distributions to a Participant pursuant to Section 5.3 of the LLC Agreement shall be limited to the extent necessary so that the Profits Interest of such Participant qualifies as a "profits interest" under Rev. Proc. 93-27, and the Plan, Award and LLC Agreement shall be interpreted accordingly. In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Participant holding an Award as the owner of the Units underlying such Award from the date the Award is granted, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such Participant allocating to such Participant its distributive share of all items of income, gain, loss, deduction and credit associated with such Profits Interest as if it were fully vested. Each Participant agrees to take into account such distributive share in computing its federal income tax liability for the entire period during which it holds the Award and/or Units. The undertakings contained in Section 3.4(b) of the LLC Agreement shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. The provisions of Section 3.4(b) of the LLC Agreement shall apply regardless of whether or not the Participant files an election pursuant to Section 83(b) of the Code.

5.2 Voting Rights. Units granted pursuant to the Plan shall not provide to the holders thereof any right to vote on, or consent to, any matter under the LLC Agreement or the Act, including the merger, consolidation, conversion or dissolution of the Company.

5.3 Amendment; Termination. The Board may modify, amend, suspend or terminate the Plan in whole or in part at any time; provided, however, that such modification, amendment, suspension or termination shall not, without a Participant's consent, adversely affect the rights in any material respect of a previously-made Award.

5.4 Governing Law. The Act shall govern all questions arising under this Plan concerning the relative rights of the Company and the Participants. All other questions concerning the construction, validity and interpretation of this Plan shall be governed by and construed in accordance with the domestic laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware. The Company and Participants (pursuant to the Award Agreements), will irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in the Chancery Court of the State of Delaware and any state appellate court therefrom sitting in New Castle County in the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) over any suit, action or proceeding arising out of or relating to this Plan or the Awards. Service of any process, summons, notice or document by U.S. registered mail addressed to any party shall be effective service of process for any action, suit or proceeding brought against a party in any such court. The Company and Participants (pursuant to the Award Agreements) will waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon any party and may be enforced in any other courts to whose jurisdiction any party is or may be subject, by suit upon such judgment.

5.5 Securities Laws. The Plan has been instituted by the Company to provide certain compensatory incentives to Participants and is intended to qualify for an exemption from the registration requirements under the Securities Act and any other applicable state securities laws pursuant to Rule 701 under the Securities Act or any other applicable exemption (collectively, the "**Exemption**"); however, the Company makes no representation or warranty that the Exemption applies to the Awards, and in no event shall the Board, the Company or any Affiliate of the Company (or their employees, agents, officers, directors, managers, successors or assigns) be liable to any Participant (other than to effect rescission or similar rights that may arise under applicable securities laws) for any failure to comply with such Exemptions. The Company may impose any restrictions or terms on any Awards or Units granted pursuant to Awards, and may require Participants to make such representations, as the Company determines to be necessary to comply with the Exemption.

5.6 Section 409A Compliance. It is the intention of the Company and the Board that Awards granted under the Plan not be subject to the provisions of Section 409A of the Code. To the extent an Award granted under the Plan is determined to be subject to the provisions of Section

409A of the Code, it is intended that the terms of the LLC Agreement, the Plan and the Award Agreement applicable to such Award comply with Section 409A and they shall be interpreted in a manner consistent with such intent. Notwithstanding the foregoing, the Company makes no representation or warranty that the Awards will not be subject to (or will comply with) Section 409A of the Code, and in no event shall the Board, the Company or any Affiliate of the Company (or their employees, agents, officers, directors, managers, successors or assigns) be liable to any Participant for any failure to comply with Section 409A or an applicable exemption thereunder.

5.7 No Guarantees Regarding Tax Treatment; No Tax Minimization Obligation. Neither the Board nor the Company make any guarantees to any person regarding the tax treatment of any Award or payments made with respect to any Award. Neither the Board nor the Company have any duty or obligation to minimize the tax consequences of any Award, including, without limitation, tax consequences that may result from changes to applicable law and none of the Board, the Company, any subsidiaries or affiliates of the Company, or any of their employees or representatives shall have any liability to any person with respect to such tax consequences.

5.8 Withholding. A Participant may be required to pay to the Company, and the Company shall have the right and is hereby authorized to withhold from any payment due under any Award, the amount (in cash or, at the election of the Company, securities or other property) of any applicable federal, state, local or foreign withholding taxes in respect of such payment and to take such other action as may be necessary in the opinion of the Administrator to satisfy all obligations for the payment of withholding taxes.

5.9 Conflict between the Plan and the LLC Agreement. The Plan is subject to the LLC Agreement. In the event of a conflict between any term or provision contained herein and a term or provision of the LLC Agreement, the applicable term and provision of the LLC Agreement will govern and prevail.

* * * * *

Exhibit 10.32

OPTIMAL BLUE HOLDCO, LLC
UNIT GRANT AGREEMENT

This Unit Grant Agreement (this "**Agreement**") is made as of November 17, 2020 (the "**Grant Date**") by Optimal Blue Holdco, LLC, a Delaware limited liability company (the "**Company**"), with [●] (the "**Grantee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Amended and Restated Limited Liability Company Agreement of the Company dated as of September 15, 2020, as may be amended from time to time, or any successor agreement thereto (the "**LLC Agreement**") and the Company's 2020 Incentive Plan (the **"Plan"**), as applicable.

1. Grant of Units; Hurdle Amount. The Company hereby grants to the Grantee, in connection with the Grantee's performance of services to or for the benefit of the Company in a partner capacity or in anticipation of being a partner, [●] Class B Units (the "**Units**"), subject to the terms and conditions of this Agreement (the "**Award**"), the Plan, a copy of which the Grantee acknowledges having received, and the LLC Agreement. The Hurdle Amount applicable to the Units as of the date hereof is $1.445 billion. The Hurdle Amount will be increased by the aggregate amount of all Capital Contributions made to the Company after the Grant Date.

2. Vesting; Termination Employment; Forfeiture.

(a) *Vesting*. Consistent with Section 3.4(a) of the LLC Agreement, subject to the Grantee's continued Employment through the applicable vesting date, the Grantee shall vest in 100% of his or her Units on the third anniversary of the Grant Date, provided, however, that all Units will become vested 100% immediately upon the consummation of a Sale of the Company. For the avoidance of doubt, there shall be no partial vesting in the event that the Grantee's Employment is terminated before a vesting date. For example, no portion of the Award shall vest if the Grantee is terminated before the third anniversary of the Grant Date and a Sale of the Company has not been consummated.

(b) *Termination of Employment*. Consistent with Section 3.5(a)(ii) of the LLC Agreement, except as may otherwise be provided in an employment agreement with the Grantee, upon the Grantee's termination of Employment with the Company for any reason, including death or disability, all unvested Units shall be immediately and automatically cancelled and forfeited for no consideration. Vested Units at the time of the Grantee's termination of Employment with the Company shall remain outstanding in accordance with the terms of this Agreement, the Plan and the LLC Agreement; provided, however, that all Vested Units shall be immediately and automatically cancelled and forfeited for no consideration upon a termination of the Grantee's employment for Cause. For purposes of this Agreement, the term "**Cause**" shall have the meaning set forth in the Grantee's employment agreement or, in the absence thereof, shall mean a termination by the Company based upon the Grantee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by the Company); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or

inaction directed by the Company); (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude; (iv) material breach of this Agreement; (v) material breach of the Company's business policies, accounting practices or standards of ethics; (vi) material breach of any applicable non-competition, non-solicitation, trade secrets, confidentiality or similar restrictive covenant, or (vii) failure to materially cooperate with or impeding an investigation authorized by the Board. The Grantee's termination for Cause shall be effective when and if a resolution is duly adopted by an affirmative vote of at least 3⁄4 of the Board (less the Grantee), stating that, in the good faith opinion of the Board, the Grantee is guilty of conduct constituting Cause under this Agreement; provided, however, that the Grantee shall have been given reasonable opportunity to cure any act or omission that constitutes Cause if capable of cure unless the Grantee has previously been given an opportunity to cure an act or omission that constitutes Cause. For the avoidance of doubt, the events set forth under clause (iii) above are not capable of cure.

3. Allocations, Distributions; Puts, Calls and other rights. The Grantee's entitlement to allocations, distributions and other rights with respect to the vested and unvested Units, as applicable (including, without limitation, call rights, put rights, redemption rights, tag-along rights and take-along rights), are set forth in the LLC Agreement. Except as provided in the following sentence, in no event shall the Units be sold or otherwise disposed of (whether pursuant to a call right, put right, or otherwise) within the six-month period (or such other period as may be specified by the Company) following the date the Units vest (the "**Holding Period**") to the extent such disposition of the Units during the Holding Period would cause the Award not to be classified as an equity award under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, Stock Compensation (or any applicable successor standards). The prior sentence shall not apply to dispositions occurring in connection with a redemption pursuant to Article XI of the LLC Agreement. For the avoidance of doubt, if the Grantee has filed a Redemption Notice pursuant to Article XI with respect to any unvested Units, for purposes of determining the Redemption Price with respect to such unvested Units, such unvested Units shall be deemed to be entitled to receive distributions pursuant to Section 5.2 of the LLC Agreement to the same extent as if they were vested Units.

4. Subject to Terms of LLC Agreement. As a further condition subsequent to the issuance of the Units pursuant to this Agreement, if the Grantee is not already a party to the LLC Agreement, the Grantee shall execute and deliver to the Company a copy of the LLC Agreement or a joinder thereto (substantially in the form attached as Exhibit B to the LLC Agreement), together with such other documents as the Company may require, evidencing the Grantee's status as a Management Member. The Grantee acknowledges receipt of the LLC Agreement.

5. Grantee's Representations and Warranties. In connection with the grant of the Units hereunder, the Grantee hereby represents and warrants to the Company that:

(a) The Grantee is acquiring the Units hereunder for the Grantee's own account with the present intention of holding such securities for investment purposes and that the Grantee has no intention of selling such securities in a public distribution in violation of the federal securities laws or any applicable state or foreign securities laws. The Grantee

acknowledges that the Units have not been registered under the Securities Act or applicable state or foreign securities laws and that the Units will be issued to the Grantee in reliance on exemptions from the registration requirements of the Securities Act and applicable state and foreign statutes and in reliance on the Grantee's representations and agreements contained herein.

(b) The Grantee acknowledges that the Units are subject to the terms and provisions of the LLC Agreement, and acknowledges and consents to be bound by such terms and provisions with respect to the Units, including, without limitation, the applicable provisions set forth in Article III (including the call rights), Article VIII (including the restrictions on transfers), and Article X (including the take-along rights) of the LLC Agreement.

(c) The Grantee is not entitled to any preemptive rights set forth in Article XII of the LLC Agreement.

(d) The Grantee is employed by or otherwise provides services to or for the benefit of the Company.

(e) The Grantee has had an opportunity to ask the Company and its representatives questions and receive answers thereto concerning the terms and conditions of the Units to be acquired by the Grantee hereunder and has had full access to such other information concerning the Company as the Grantee may have requested in making the Grantee's decision to acquire the Units being issued hereunder.

(f) The Grantee will not sell or otherwise transfer, assign, convey, exchange, mortgage, pledge, grant or hypothecate any Units without registration under the Securities Act (and any applicable federal, state and foreign securities laws) or an exemption therefrom, and provided there exists such a registration or exemption, any such transfer of Units by the Grantee or subsequent holders of Units will be in compliance with the provisions of this Agreement, the Plan and the LLC Agreement.

(g) The Grantee has all requisite legal capacity to carry out the transactions contemplated by this Agreement, the Plan and the LLC Agreement, and the execution, delivery and performance by the Grantee of this Agreement, the Plan and the LLC Agreement and all other agreements contemplated hereby and thereby to which the Grantee is a party have been duly authorized by the Grantee.

(h) The Grantee has only relied on the advice of, or has consulted with, the Grantee's own legal, financial and tax advisors, and the determination of the Grantee to acquire the Units pursuant to this Agreement has been made by the Grantee independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of the Company which may have been made or given by any other Person (including all Persons acquiring Units on the date hereof) or by any agent or employee of such Person and independent of the fact that any other Person has decided to become a holder of Units.

6. Certificates; Legends. The Grantee shall have all the rights of a Management Member with respect to the vested and unvested Units, as applicable, as provided in the LLC Agreement, subject to the restrictions in this Agreement and the Plan. To the extent that the fully vested Units are certificated, the Board or such other escrow holder as the Board may appoint shall retain physical custody of any certificate representing of the fully vested Units issued hereunder until all of the restrictions imposed under this Agreement, the Plan and the LLC Agreement with respect to such fully vested Units expire or shall have been removed. In order to enforce the restrictions imposed upon the fully vested Units under this Agreement, the Plan and the LLC Agreement, the Board shall cause a legend or legends to be placed on any certificates representing the Units that are still subject to restrictions under this Agreement, the Plan and the LLC Agreement, which legend or legends shall make appropriate reference to the conditions imposed thereby. Nothing contained herein shall require the Board or the Company to certificate the fully vested Units.

7. Adjustments. If there shall occur any change with respect to the outstanding Units by reason of any recapitalization, reclassification, unit split, reverse unit split or any merger, reorganization, consolidation, combination, spin-off or other similar change affecting the Units, the Board shall, in the manner and to the extent that it deems appropriate and equitable in its discretion, cause an adjustment to be made in the number of Units granted hereunder, the Hurdle Amount and any other terms hereunder that are affected by the event to the extent necessary to prevent dilution or enlargement of the Grantee's rights hereunder.

8. Administration. The Board shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Board in good faith shall be final and binding upon the Grantee, the Company and all other interested persons.

9. Taxes.

(a) *Tax Election*. The Grantee shall make an election with the United States Internal Revenue Service under Section 83(b) of the Code not later than 30 days after the Grant Date. A Section 83(b) election form is attached hereto as Exhibit A. The Grantee shall deliver a copy of any such Section 83(b) election to the Company.

(b) *No Guarantee of Tax Treatment*. Each Unit will be treated as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 (such interest, a "**Profits Interest**"). Notwithstanding anything to the contrary, distributions to the Grantee pursuant to Section 5.3 of the LLC Agreement shall be limited to the extent necessary so that the Profits Interest of the Grantee qualifies as a "profits interest" under Rev. Proc. 93-27, and the Plan, Award and LLC Agreement shall be interpreted accordingly. In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat the Grantee as the owner of the Units underlying this Award from the date the Grant Date, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to the Grantee allocating to the Grantee the Grantee's distributive share of all items of income, gain, loss, deduction and credit associated with such Profits Interest as if it were fully vested. The Grantee agrees to take into account such distributive share in

computing the Grantee's federal income tax liability for the entire period during which the Grantee holds the Award and/or Units. The Company and the Grantee will not claim a deduction (as wages, compensation or otherwise) for the fair market value of the Profits Interest issued to the Grantee, either at the time of grant of the Award or at the time the Units becomes substantially vested. The undertakings contained in Section 3.4(b) of the LLC Agreement shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. The provisions of Section 3.4(b) of the LLC Agreement shall apply regardless of whether or not the Grantee files an election pursuant to Section 83(b) of the Code.

10. Transferability. The Grantee may not transfer or assign, directly or indirectly, this Agreement or any Units other than as provided under the LLC Agreement. Any purported assignment, transfer or grant by the Grantee, directly or indirectly, of this Agreement or any Units in contravention of this Agreement and the LLC Agreement shall be null and void.

11. Remedies. The parties hereto shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that either party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

12. Governing Law. The Act shall govern all questions arising under this Agreement concerning the relative rights of the parties hereto. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware. The parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in Delaware over any suit, action or proceeding arising out of or relating to this Plan. The parties hereby agree that service of any process, summons, notice or document by U.S. registered mail addressed to any party shall be effective service of process for any action, suit or proceeding brought against a party in any such court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereto agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon any party and may be enforced in any other courts to whose jurisdiction any party is or may be subject, by suit upon such judgment.

13. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

14. Successors and Assigns. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of the Company and its successors and

assigns, the Grantee and any subsequent holder of the Units granted pursuant to this Agreement, and the respective successors and assigns of each of them, so long as they hold the Units granted pursuant to this Agreement.

15. Entire Agreement; Amendments and Waivers. This Agreement, together with the Plan and the LLC Agreement constitutes the entire agreement between the parties hereto pertaining to the Units and fully supersede any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the Units; provided, however, that this Agreement shall not supersede or otherwise affect any employment or other agreement to which the Employee is a party, whether or not such other agreement contains restrictive covenants. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement may not be amended except in an instrument in writing signed on behalf of each of the parties hereto and approved by the Board. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

18. No Right to Continued Service. Nothing in this Agreement shall confer upon the Grantee any right to continue to provide services to or for the benefit of the Company or any of its Subsidiaries, or shall interfere with or restrict in any way the rights of the Company or any of its Subsidiaries, which are hereby expressly reserved, to terminate the services of the Grantee, at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or any of its Subsidiaries and the Grantee.

19. Risks. The Grantee realizes and acknowledges the following:

(a) The Grantee must bear the economic risk of an investment in the Units for an indefinite period of time because, among other things, (i) the Units have not been registered under the Securities Act, and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available, and (ii) the Units have not been registered under applicable state securities

laws, and, therefore, cannot be sold unless they are registered under applicable state securities laws or an exemption from such registration is available;

(b) there is no established market for the Units and no market (public or otherwise) for the Units will develop in the foreseeable future; and

(c) the Grantee has no rights to require that the Units be registered under the Securities Act or the securities laws of any states and the Participant will not be able to avail itself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act.

20. Conformity to Securities Laws. The Grantee acknowledges that this Agreement and the grant of the Units hereunder is intended to conform to the extent necessary with applicable federal and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Units are granted only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

21. Accredited Investor/Rule 701 Compensation.

(a) The Grantee is not an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, but the Grantee acknowledges and agrees that this Agreement has been executed and delivered, and the Units have been granted hereunder, in connection with and as a part of the compensation and incentive arrangements between the Company and the Grantee. The grant of the Units hereunder is intended to qualify as an exempt offering under Rule 701 of the Securities Act; or

(b) The Grantee is an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Grantee's investment in the Units, and the Grantee is capable of bearing the economic risks of such investment and is able to bear the complete loss of the Grantee's investment in the Units and has provided the Accredited Investor Questionnaire in the form attached hereto as Exhibit B to the Company.

22. Conflict between this Agreement and the LLC Agreement. In the event of a conflict between any term or provision contained herein and a term or provision of the LLC Agreement, the applicable term and provision of the LLC Agreement will govern and prevail.

23. Restrictive Covenant Agreement. As a further condition subsequent to the issuance of the Units pursuant to this Agreement, and as partial consideration for the grant of the Units, the Grantee has entered into (or if Grantee has not already entered into, Grantee will enter into), and agrees to be bound by, the Confidentiality, Non-Competition, Non-Solicitation and Intellectual Property Agreement attached hereto as Exhibit C.

Executed as of the Grant Date.

OPTIMAL BLUE HOLDCO, LLC

By: ______________________________________

Name:

Title:

GRANTEE

By: ______________________________________

Name:

Exhibit A

Section 83(b) Election

The undersigned taxpayer elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the "**Code**"), to include in gross income as compensation for services the excess (if any) of the fair market value of the property described below over the amount paid for such property.

1. The name, taxpayer identification number, address of the undersigned, and the taxable year for which this election is being made are:

   a. TAXPAYER'S NAME:

   b. TAXPAYER'S SOCIAL SECURITY NUMBER:

   c. ADDRESS:

   d. TAXABLE YEAR: Calendar Year 2020

2. The property that is the subject of this election is a limited liability company membership interest consisting of [●] Class B Units of Optimal Blue Holdco, LLC (the "**Membership Interest**"). The Membership Interest is intended to be treated for federal income tax purposes by the Company and its members, including the undersigned, as a "profits interest" within the meaning of Revenue Procedure 93-27 and Revenue Procedure 2001-43 (together, the "**Revenue Procedures**") and other related official guidance promulgated by the Internal Revenue Service. Based on the Revenue Procedures, the undersigned believes that the undersigned is not subject to tax upon receipt of the Membership Interest, either at the time of the grant of the Membership Interest or at the time or times when the Membership Interest will vest under the terms of the grant agreement. However, in case it should be determined that any of the conditions necessary for the Revenue Procedures to apply have not been met and that the undersigned's receipt of the Membership Interest or the vesting thereof is subject to tax under Section 83 of the Code, the undersigned is making this protective election to have the receipt of the Membership Interest taxed under the provisions of §83(b) of the Code at the time the undersigned acquired the Membership Interest.

3. The Membership Interest was transferred to the undersigned on November 17, 2020 (the "**Transfer Date**").

4. The Membership Interest is subject to the following restriction: the Membership Interest vests over a period of three years from the Transfer Date. If the undersigned ceases to perform services to or for the benefit of the Company and/or its subsidiary, as applicable, for any reason prior to vesting, the unvested

Membership Interest will automatically be forfeited and cancelled without any payment with respect thereto.

5. The fair market value of the property (the Membership Interest) on the Transfer Date with respect to which the election is being made, determined without regard to any lapse restrictions and in accordance with Revenue Procedure 93-27 = $0.

6. The amount paid by the undersigned for the Membership Interest = $0.

7. The amount to include in gross income = $0.

The undersigned taxpayer will:

- Not later than 30 days after the Transfer Date shown in paragraph 3 above, file this election with the Internal Revenue Service office with which the taxpayer’s most recent Federal income tax return was filed.

- Provide copies of this election to (a) the person for whom the services are performed in connection with which the Membership Interest was transferred, and (b) the person to whom the Membership Interest was transferred, if the recipient of the Membership Interest was not the person performing the services in connection with which the Membership Interest was transferred.

Dated: ______________________________ ______________________________

Name:

Exhibit B

Accredited Investor Questionnaire

The undersigned individual ("Grantee") represents and warrants that Grantee is an "accredited investor" as defined in Rule 501(a) promulgated under Regulation D of the Securities Act of 1933, as amended (the "Securities Act"), because Grantee meets at least one of the following criteria (please initial each applicable item):

__ Grantee is a natural person whose individual net worth, or joint net worth with Grantee's spouse, exceeds $1,000,000 at the time of Grantee's purchase, excluding the value of the primary residence of such natural person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property, up to the estimated fair market value of the property;

__ Grantee is a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with Grantee's spouse in excess of $300,000 in each of those years and who reasonably expects to reach the same income level in the current year;

__ Grantee is a director or an executive officer of Optimal Blue Holdco, LLC (an executive officer means the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policymaking function, or any other person who performs similar policymaking functions for the issuer).

* * * *

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Questionnaire on the date set forth below.

Dated: ______________________________

Name: ______________________________

Exhibit C

CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AND

INTELLECTUAL PROPERTY AGREEMENT

THIS CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AND INTELLECTUAL PROPERTY AGREEMENT (the “Agreement”) is dated as of November 17, 2020 and is entered into by and between Optimal Blue Holdco, LLC (the “**Company**”), and (the “**Employee**”). In consideration of continued employment by the Company or its affiliates on and after the Grant Date (as defined by the Unit Grant Agreement by and between the Company and Employee dated as of November 17, 2020), the mutual covenants and agreements set forth herein and otherwise stated in the unit grant agreement to which this Agreement is attached as Exhibit C, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to recognize Employee’s significant contributions to the overall financial performance and success of the Company and its affiliates and to protect the Company’s and its affiliates’ business interests through the addition of restrictive covenants.

2. Confidential Information. Employee will occupy a position of trust and confidence and will have access to and learn substantial information about the Company and its affiliates and their respective operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, the financial and pricing positions and financing arrangements, and the internal business policies and practices of the Company and its affiliates. Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case may be. Employee will keep confidential and, outside the scope of Employee’s duties and responsibilities with the Company and/or its affiliates, as the case may be, will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company’s or its affiliates’ methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, during the period of Employee’s employment and at all times thereafter Employee will not disclose, or permit or encourage anyone else to disclose, any such information, nor will Employee utilize any such information, either alone or with others, outside the scope of Employee’s duties and responsibilities with the Company and/or its affiliates, as the case may be. Notwithstanding Employee’s obligations in this Agreement not to use or disclose confidential information, this Agreement shall not be applied to limit or interfere with Employee’s right, without notice to or authorization of the Company, to communicate and cooperate in good faith with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any

other federal, state, provincial or local governmental agency or commission (a "Government Agency") for the purpose of (i) reporting a possible violation of any U.S. federal, state, provincial or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Agency. Additionally, pursuant to the Defend Trade Secrets Act of 2016 (Public Law No: 114-153), Employee shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a U.S. federal, state, provincial or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, or (c) in court proceedings if Employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to Employee's attorney in such lawsuit, provided that Employee must file any document containing the trade secret under seal, and Employee may not disclose the trade secret, except pursuant to court order.

3. Other Employee Obligations.

(a) During Period of Employment. During the period of Employee's employment with the Company and/or its affiliates, as the case may be, Employee will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to the Company and/or its affiliates, as the case may be, and will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates' principal business. In addition, during the period of Employee's employment with the Company and/or its affiliates, as the case may be, Employee will undertake no planning for or organization of any business activity competitive with the work performed as an employee of the Company and/or its affiliates, as the case may be, and Employee will not combine or conspire with any other employee of the Company and its affiliates or any other person for the purpose of organizing any such competitive business activity. Nothing herein in this Section 3 shall prohibit Employee from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded so long as Employee has no active participation in the business of such corporation or such investments.

(b) After Termination of Employment. Employee acknowledges that in the course of his employment with the Company and/or its affiliates, Employee will become familiar with the Company's and its affiliates' trade secrets and with other confidential information concerning the Company and its affiliates and that Employee's services will be of special, unique and extraordinary value to the Company and/or its affiliates, as the case may be. Employee understands and agrees that without Employee's employment by the Company and/or its affiliates, Employee would not have access or exposure to this confidential information or these acquisition opportunities and other business relationships. Employee further understands and agrees that this confidential information and these acquisition opportunities and other business

relationships take a long time to develop and are the product of substantial investment by the Company and its subsidiaries. Employee understands and agrees that the Company and its affiliates have a legitimate and protectable interest in protecting their confidential information and their customer, referral source, employee, and other business relationships and that this Section 3 is intended to protect those interests. Therefore, Employee agrees that, without limiting any other obligation pursuant to this Agreement:

(i) Noncompetition. During the Restricted Period, Employee shall not, directly or indirectly, own, manage, control, participate in, consult with, render services for, or in any manner engage in the Restricted Business anywhere in the Restricted Area. Nothing herein shall prohibit Employee from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded so long as Employee has no active participation in the business of such corporation or such investments.

(ii) Non-Solicitation; No-Hire. During the Restricted Period, Employee shall not, and shall cause all of Employee's affiliates not to, directly or indirectly through another entity:

(1) induce or attempt to induce any employee of the Company or any of its affiliates to leave the employ of the Company or its affiliates (other than the course of carrying out Employee's duties and responsibilities during the period of Employee’s employment with the Company and/or its affiliates, as the case may be);

(2) hire any employee of the Company or any of its affiliates or hire any former employee of the Company or any of its affiliates within one year after such person ceased to be an employee of the Company or its affiliates, as the case may be;

(3) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or any of its affiliates to cease doing business with the Company or such affiliates;

(4) directly or indirectly acquire or attempt to acquire an interest in any business relating to the business of the Company or any of its affiliates and with which the Company or any of its affiliates has entertained discussions or has requested and received information relating to the acquisition of such business by the Company or any of its affilaites at any time within the two-year period immediately preceding the separation of Employee’s employment with the Company and/or its affiliates, as the case may be (an “Acquisition Target”); or

(5) provide services to any entity that acquires or attempts to acquire any Acquisition Target.

(iii) Nondisparagement. For three (3) years following the separation of Employee’s employment with the Company and/or its affiliates, as the case may be, Employee shall not directly or indirectly through another entity make any public statement that is intended

to disparage the Company or any of its affiliates or any of their respective businesses, products, services, equity holders, directors, managers, officers or employees.

(c) Definitions. For purposes of this Agreement:

(i) "Restricted Period" means the period of Employee's employment with the Company and/or its affiliates, as the case may be, and for the one-year period immediately following the separation of Employee's employment with the Company and/or its affiliates, as the case may be.

(ii) "Restricted Business" means any business which:

(1) competes with any of the businesses of the Company or any of its affiliates, as conducted at any time within the two-year period immediately preceding the separation of Employee's employment with the Company and/or its affiliates, as the case may be, including, but not limited to, any firm or business that provides loan origination software, analytics or services; or

(2) competes with any other business for which the Company or any of its affiliates has entertained discussions or has requested and received information relating to a potential acquisition of such business by the Company or any of its affiliates within the two-year period immediately preceding the separation of Employee's employment with the Company and/or its affiliates, as the case may be,

(iii) "Restricted Area" means anywhere in the geographical area in which any of the Company and/or or its affiliates has conducted business within the two-year period immediately preceding Employee's separation of employment from the Company and/or its affiliates, as the case may be.

(d) Enforcement. If, at the time of enforcement of this Section 3, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration or scope reasonable under such circumstances shall be substituted for the stated period or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration and scope permitted by law. Because Employee's services are unique and because Employee has access to confidential information, the parties hereto agree that money damages would be an inadequate remedy for any breach of this Agreement. Therefore, in the event a breach or threatened breach of this Agreement, the Company, its affiliates, and/or their respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security). In the event that Employee breaches any provision of this Section 3, then the Restricted Period shall be extended for a period of time equal to the period of time during which such breach occurred and, in the event that the Company or any of its affiliates is required to seek relief from such breach in any court, then the Restricted Period shall be extended for a period of time equal to the pendency of such proceedings, including all appeals.

(e) Additional Acknowledgments. Employee agrees and acknowledges that the restrictions contained in this Section 3 do not preclude Employee from earning a livelihood, nor do they unreasonably impose limitations on Employee's ability to earn a living. In addition, Employee acknowledges (x) that the business of the Company and its affiliates are and will be conducted throughout the United States and other jurisdictions where the Company or any of its affiliates conduct business during the period of Employee's employment, and (y) notwithstanding the state of organization or principal office of the Company or any of its affiliates, or any of their respective executives or employees (including Employee), it is expected that the Company and its affiliates will have business activities and have valuable business relationships within its industry throughout the United States and other jurisdictions where the Company or any of its affiliates conduct business during the period of Employee's employment. Employee agrees and acknowledges that the potential harm to the Company and its affiliates of the non-enforcement of any provision of this Section 3 outweighs any potential harm to Employment of its enforcement by injunction or otherwise. Employee acknowledges that Employee has carefully read this Agreement and consulted with legal counsel of Employee's choosing regarding its contents, has given careful consideration to the restraints imposed upon Employee by this Agreement and is in full accord as to their necessity for the reasonable and proper protection of confidential and proprietary information of the Company and its affiliates now existing or to be developed in the future. Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter and time period.

4. Notice to Prospective Employers. Employee agrees that, with respect to each prospective employer with which Employee applies or interviews for employment during the term of Employee's employment with the Company and/or its affiliates, as the case may be, and within one year after the termination of the Employee's employment with the Company and/or its affiliates, as the case may be, Employee will inform the prospective employer of the existence of this Agreement and will provide the prospective employer with a copy of this Agreement.

5. Improvements and Inventions. Any and all improvements or inventions that Employee may make or participate in during Employee's period of employment with the Company and/or its affiliates, as the case may be, unless wholly unrelated to the business of the Company and its affiliates and not produced within the scope of Employee's employment hereunder, shall be the sole and exclusive property of the Company and its affiliates. Employee shall, whenever requested by the Company and its affiliates, execute and deliver any and all documents that the Company and its affiliates deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to the Company and its affiliates the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications.

6. Successors and Assigns. This Agreement may not be assigned by Employee. This Agreement is binding upon, and inures to the benefit of, the Company and its affiliates and their successors and assigns. Employee hereby consents to the Company assigning the Company's rights under this agreement.

7. Actions and Survival. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company and its affiliates will not have an adequate remedy at law in the event of a failure by Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, in the event of a breach of this Agreement by Employee, the Company and its affiliates shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from a court of competent jurisdiction to restrain or compel Employee to perform as agreed herein without posting any bond. For the avoidance of doubt, each affiliate of the Company is an intended third party beneficiary of this Agreement.

8. Other Agreements and Amendment. This Agreement shall not supersede or otherwise affect any employment or other agreement to which the Employee is a party, whether or not such other agreement contains restrictive covenants. This Agreement may be amended only by a written document signed by both parties to this Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

10. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against the Company and its affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company and its affiliates of the covenants in this Agreement.

[Remainder of page is intentionally blank.]

IN WITNESS WHEREOF, each party has signed this Agreement on the date shown below.

OPTIMAL BLUE HOLDCO, LLC		**EMPLOYEE**	
By:	______________________	By:	______________________
	Name:		Name:
	Title:		
Date:	______________________	Date:	______________________

Exhibit 21.1

BLACK KNIGHT, INC.
List of Subsidiaries as of December 31, 2020

Subsidiary	State or Other Jurisdiction of Formation
BKFS I Services, LLC	Delaware
Black Knight Data & Analytics, LLC	Delaware
Black Knight Financial Services, Inc.	Delaware
Black Knight Financial Services, LLC	Delaware
Black Knight Government Solutions, LLC	Delaware
Black Knight India Solutions Private Limited	India
Black Knight InfoServ, LLC	Delaware
Black Knight IP Holding Company, LLC	Delaware
Black Knight Lending Solutions, Inc.	Delaware
Black Knight Optimal Blue, Inc.	Delaware
Black Knight Origination Technologies, LLC	Delaware
Black Knight Servicing Technologies, LLC	Delaware
Black Knight Technologies, LLC	Delaware
Collateral Analytics, LLC	Hawaii
Compass Analytics, LLC	California
Dun & Bradstreet Holdings, Inc.	Delaware
OB Acquiror Corp.	Delaware
OB Acquisition, LLC	Delaware
Optimal Blue, LLC	Texas
Optimal Blue Holdco, LLC	Delaware
Optimal Blue Holdings, LLC	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Black Knight, Inc.:

We consent to the incorporation by reference in the registration statements (Nos. 333-229712, 333-220786, 333-219871, 333-204317 and 333-205784) on Form S-8 and in the registration statements (No. 333-239210) on Form S-3 of Black Knight, Inc. and subsidiaries (the Company) of our report dated February 26, 2021, with respect to the consolidated balance sheets of the Company as of December 31, 2020 and 2019, and the related consolidated statements of earnings and comprehensive earnings, equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes (collectively, the consolidated financial statements), and the effectiveness of internal control over financial reporting as of December 31, 2020, which reports appear in the December 31, 2020 annual report on Form 10-K of the Company.

Our report dated February 26, 2021, on the consolidated financial statements of the Company contained emphasis of matter paragraphs noting the Company made an investment in Star Parent, L.P., the ultimate parent of The Dun & Bradstreet Corporation, on February 8, 2019, and the Company acquired Optimal Blue, LLC on September 15, 2020.

/s/ KPMG LLP

February 26, 2021
Jacksonville, Florida

Exhibit 23.2

Independent Auditors' Consent

The Partners
Star Parent, L.P.:

We consent to the incorporation by reference in the registration statements (No. 333-239210) on Form S-3 and (No. 333-229712, 333-220786, 333-219871, 333-204317 and 333-205784) on Form S-8 of Black Knight, Inc. of our report dated March 17, 2020, with respect to the consolidated balance sheet of Star Parent, L.P. as of December 31, 2019, the related consolidated statements of operations and comprehensive loss, partners' capital, and cash flows for the period from February 8, 2019 to December 31, 2019, and the related notes, which report appears in the December 31, 2020 annual report on Form 10-K of Black Knight, Inc.

/s/ KPMG LLP

Short Hills, New Jersey

February 25, 2021

Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Dun & Bradstreet Holdings, Inc.:

We consent to the incorporation by reference in the registration statements (No. 333-239210) on Form S-3 and (No. 333-229712, 333-220786, 333-219871, 333-204317 and 333-205784) on Form S-8 of Black Knight, Inc. of our report dated February 25, 2021, with respect to the consolidated balance sheets of Dun & Bradstreet Holdings, Inc. as of December 31, 2020 and 2019, the related consolidated statements of operations and comprehensive income (loss), stockholder equity (deficit), and cash flows for the year ended December 31, 2020 and the period from January 1, 2019 to December 31, 2019 (Successor periods) and of The Dun & Bradstreet Corporation and subsidiaries (Predecessor) for the period from January 1, 2019 to February 7, 2019 (Predecessor period), and the related notes, which report appears in the December 31, 2020 annual report on Form 10-K of Black Knight, Inc. Our report includes an explanatory paragraph that states that effective February 8, 2019, the Predecessor was acquired in a business combination accounted for using the acquisition method. As a result of the acquisition, the consolidated financial information for the periods after the acquisition is presented on a different cost basis than that for the periods before the acquisition and, therefore, is not comparable.

/s/ KPMG LLP

Short Hills, New Jersey

February 25, 2021

Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-229712, 333-220786, 333-219871, 333-205784 and 333-204317) and Form S-3 (333-239210) of Black Knight, Inc. of our report dated April 1, 2019, except for the change in composition of reportable segments and the change in classification of revenues by customer solution set discussed in Note 1 and Note 18 to the consolidated financial statements, as to which the date is March 16, 2020, relating to the financial statements of The Dun & Bradstreet Corporation, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York
February 25, 2021

Exhibit 31.1

CERTIFICATIONS

I, Anthony M. Jabbour, certify that:

1. I have reviewed this annual report on Form 10-K of Black Knight, 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 most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) 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 the 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: February 26, 2021

By: */s/ Anthony M. Jabbour*

Anthony M. Jabbour
Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Kirk T. Larsen, certify that:

1. I have reviewed this annual report on Form 10-K of Black Knight, 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 most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) 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 the 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: February 26, 2021

By: */s/ Kirk T. Larsen*

Kirk T. Larsen
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Executive Officer of Black Knight, Inc., a Delaware corporation (the “Company”), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: February 26, 2021

By: */s/ Anthony M. Jabbour*

Anthony M. Jabbour
Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Executive Vice President and Chief Financial Officer of Black Knight, Inc., a Delaware corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: February 26, 2021

By: */s/ Kirk T. Larsen*

Kirk T. Larsen
Executive Vice President and Chief Financial Officer

Exhibit 99.2

Dun & Bradstreet Holdings, Inc.
Financial Statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Dun & Bradstreet Holdings, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Dun & Bradstreet Holdings, Inc. and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations and comprehensive income (loss), stockholder equity (deficit), and cash flows for the year ended December 31, 2020 and the period from January 1, 2019 to December 31, 2019 (Successor periods) and of The Dun & Bradstreet Corporation and subsidiaries (Predecessor) for the period from January 1, 2019 to February 7, 2019 (Predecessor period), and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the Successor periods, and the results of the Predecessor's operations and the Predecessor's cash flows for the Predecessor period, in conformity with U.S. generally accepted accounting principles.

New Basis of Accounting

As discussed in Note 1 to the consolidated financial statements, effective February 8, 2019, the Predecessor was acquired in a business combination accounted for using the acquisition method. As a result of the acquisition, the consolidated financial information for the periods after the acquisition is presented on a different cost basis than that for the periods before the acquisition and, therefore, is not comparable.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Determination of standalone selling price

As discussed in Note 1 of the consolidated financial statements, the Company's contracts with clients often include multiple performance obligations. For these contracts, the Company allocates the transaction price to each performance obligation in the contract on a relative standalone selling price basis. The standalone selling price is the price at which the Company would sell the promised goods or services separately to a client. When the standalone selling price is not directly observable from actual standalone sales, the Company estimates a standalone selling price making maximum use of any observable data and estimates of what a client in the market would be willing to pay for the goods or services.

We identified the assessment of the determination of standalone selling prices as a critical audit matter. Subjective auditor judgment was required to evaluate standalone selling prices determined using ranges of observable standalone sales and ranges of selling price data when directly observable sales are not available.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the methodology used to determine standalone selling prices by considering whether there were any changes in goods and services sold or selling practices that could affect the methodology or the relevance of selling price data used in the methodology. We tested observable selling price reports by agreeing selling price inputs to revenue contracts. For a selection of standalone selling prices, we evaluated the Company's assessment of the effect that observable selling price data has on the standalone selling price, including whether the standalone selling price is reasonable. For a selection of standalone selling prices that were changed from a previously established price, we assessed the revised standalone selling price by comparing it to the observable selling price data.

/s/ KPMG LLP

We have served as the Company's auditor since 2019

Short Hills, New Jersey
February 25, 2021

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of The Dun & Bradstreet Corporation

Opinion on the Financial Statements

We have audited the consolidated statements of operations and comprehensive income (loss), of stockholder equity (deficit) and of cash flows of The Dun & Bradstreet Corporation and its subsidiaries (the "Company" or "Predecessor") for the year ended December 31, 2018, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of operations and cash flows of the Company for the year ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for revenue from contracts with customers in 2018.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

New York, New York
April 1, 2019, except for the change in composition of reportable segments and the change in classification of revenues by customer solution set discussed in Note 1 and Note 18 to the consolidated financial statements, as to which the date is March 16, 2020

We served as the Company's auditor from 1953 to 2019.

Dun & Bradstreet Holdings, Inc.
Consolidated Statements of Operations and Comprehensive Income (Loss)
(Tabular amounts in millions, except per share data)

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019 (1)	Period from January 1 to February 7, 2019 (1)	Year ended December 31, 2018
Revenue	$ 1,738.1	$ 1,413.9	$ 178.7	$ 1,716.4
Operating expenses	545.6	448.5	56.7	563.4
Selling and administrative expenses	557.8	651.2	122.4	610.0
Depreciation and amortization	536.9	482.4	11.1	88.7
Restructuring charges	34.8	51.8	0.1	25.4
Operating costs	1,675.1	1,633.9	190.3	1,287.5
Operating income (loss)	63.0	(220.0)	(11.6)	428.9
Interest income	0.8	2.4	0.3	1.9
Interest expense	(271.1)	(303.5)	(5.5)	(54.4)
Other income (expense) - net	(12.0)	(154.8)	(86.0)	(3.3)
Non-operating income (expense) - net	(282.3)	(455.9)	(91.2)	(55.8)
Income (loss) before provision (benefit) for income taxes and equity in net income of affiliates	(219.3)	(675.9)	(102.8)	373.1
Less: provision (benefit) for income taxes	(110.5)	(118.2)	(27.5)	81.6
Equity in net income of affiliates	2.3	4.2	0.5	2.8
Net income (loss)	(106.5)	(553.5)	(74.8)	294.3
Less: net (income) loss attributable to the non-controlling interest	(5.0)	(6.5)	(0.8)	(6.2)
Less: Dividends allocated to preferred stockholders	(64.1)	(114.0)	—	—
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (175.6)	$ (674.0)	$ (75.6)	$ 288.1
Basic earnings (loss) per share of common stock:				
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (0.48)	$ (2.14)	$ (2.04)	$ 7.76
Diluted earnings (loss) per share of common stock:				
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (0.48)	$ (2.14)	$ (2.04)	$ 7.72
Weighted average number of shares outstanding-basic	367.1	314.5	37.2	37.1
Weighted average number of shares outstanding-diluted	367.1	314.5	37.2	37.3
Other comprehensive income (loss), net of income taxes:				
Net income (loss)	$ (106.5)	$ (553.5)	$ (74.8)	$ 294.3
Foreign currency translation adjustments, net of tax (2)	26.4	(9.9)	5.9	(18.2)
Defined benefit pension plans:				
Prior service credit (cost), net of tax expense (benefit) (3)	(0.8)	2.2	(0.1)	4.5
Net actuarial gain (loss), net of tax expense (benefit) (4)	(105.7)	(18.0)	65.5	(24.1)
Derivative financial instrument, net of tax expense (benefit) (5)	0.7	(1.1)	(0.1)	(0.3)
Total other comprehensive income (loss), net of tax	(79.4)	(26.8)	71.2	(38.1)
Comprehensive income (loss), net of tax	(185.9)	(580.3)	(3.6)	256.2
Less: comprehensive (income) loss attributable to the non-controlling interest	(8.1)	(3.2)	(1.0)	(5.4)
Comprehensive income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (194.0)	$ (583.5)	$ (4.6)	$ 250.8

(1) See Note 1 "Basis of Presentation" for further discussion.

(2) Tax Expense (Benefit) of $3.0 million, $(1.8) million, less than $0.1 million, and $(2.6) million for the Successor year ended December 31, 2020, for the Successor period from January 1 to December 31, 2019, for the Predecessor period from January 1 to February 7, 2019, and for Predecessor year ended December 31, 2018, respectively.

(3) Tax Expense (Benefit) of $(0.2) million, $0.9 million, and $1.2 million for the Successor year ended December 31, 2020, for the Successor period from January 1 to December 31, 2019, and for Predecessor year ended December 31, 2018, respectively.

(4) Tax Expense (Benefit) of $(34.6) million, $(6.1) million, $22.2 million, and $(6.7) million for the Successor year ended December 31, 2020, for the Successor period from January 1 to December 31, 2019, for the Predecessor period from January 1 to February 7, 2019, and for Predecessor year ended December 31, 2018, respectively.

(5) Tax Expense (Benefit) of $0.2 million, $(0.4) million, $(0.1) million, and $(0.1) million for the Successor year ended December 31, 2020, for the Successor period from January 1 to December 31, 2019, for the Predecessor period from January 1 to February 7, 2019, and for Predecessor year ended December 31, 2018, respectively.

The accompanying notes are an integral part of the consolidated financial statements.

Dun & Bradstreet Holdings, Inc.
Consolidated Balance Sheets
(Amounts in millions, except share data and per share data)

	December 31, 2020	December 31, 2019
Assets		
Current assets		
Cash and cash equivalents	$ 354.5	$ 98.6
Accounts receivable, net of allowance of $11.0 at December 31, 2020 and $7.3 at December 31, 2019 (Note 17)	313.7	269.3
Other receivables	7.6	10.0
Prepaid taxes	130.3	4.0
Other prepaids	38.6	31.4
Other current assets (Note 13)	29.3	4.6
Total current assets	874.0	417.9
Non-current assets		
Property, plant and equipment, net of accumulated depreciation of $14.0 at December 31, 2020 and $7.5 at December 31, 2019 (Note 17)	26.4	29.4
Computer software, net of accumulated amortization of $126.0 at December 31, 2020 and $52.9 at December 31, 2019 (Note 17)	432.7	379.8
Goodwill (Note 17 and 18)	2,856.2	2,840.1
Deferred income tax (Note 9)	14.0	12.6
Other intangibles (Note 17 and 18)	4,812.0	5,251.4
Deferred costs (Note 4)	83.6	47.0
Other non-current assets (Note 7)	120.5	134.6
Total non-current assets	8,345.4	8,694.9
Total assets	$ 9,219.4	$ 9,112.8
Liabilities		
Current liabilities		
Accounts payable	$ 61.2	$ 55.0
Accrued payroll	104.4	137.9
Accrued income tax	6.9	7.8
Short-term debt (Note 6)	25.3	81.9
Make-whole derivative liability (Note 11 and 22)	—	172.4
Other accrued and current liabilities (Note 7)	160.3	167.3
Deferred revenue (Note 4)	467.2	467.5
Total current liabilities	825.3	1,089.8
Long-term pension and postretirement benefits (Note 10)	293.5	206.6
Long-term debt (Note 6)	3,255.8	3,818.9
Liabilities for unrecognized tax benefits (Note 9)	18.9	16.8
Deferred income tax (Note 9)	1,105.0	1,233.5
Other non-current liabilities (Note 17)	143.2	137.7
Total liabilities	5,641.7	6,503.3
Commitments and contingencies (Note 8 and 19)		
Cumulative Series A Preferred Stock $0.001 par value per share,1,050,000 shares authorized and issued at December 31, 2019; Liquidation Preference of $1,067.9 at December 31, 2019 (Note 22)	—	1,031.8
Equity		
Successor Common Stock, $0.0001 par value per share, authorized—2,000,000,000 shares; 423,418,131 shares issued and 422,952,228 shares outstanding at December 31, 2020, and 314,494,968 shares issued and outstanding at December 31, 2019	—	—
Capital surplus	4,310.2	2,116.9
Accumulated deficit	(685.0)	(573.5)
Treasury Stock, 465,903 shares at December 31, 2020	—	—
Accumulated other comprehensive loss	(106.0)	(23.5)
Total stockholder equity	3,519.2	1,519.9
Non-controlling interest	58.5	57.8
Total equity	3,577.7	1,577.7
Total liabilities and stockholder equity	$ 9,219.4	$ 9,112.8

The accompanying notes are an integral part of the consolidated financial statements.

Dun & Bradstreet Holdings, Inc.
Consolidated Statements of Cash Flows
(Tabular amounts in millions)

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Cash flows provided by (used in) operating activities:				
Net income (loss)	$ (106.5)	$ (553.5)	$ (74.8)	$ 294.3
Reconciliation of net income (loss) to net cash provided by (used in) operating activities:				
Depreciation and amortization	536.9	482.4	11.1	88.7
Amortization of unrecognized pension loss (gain)	(0.4)	—	3.8	40.9
Pension settlement charge	0.6	—	85.8	—
Pension settlement payments	—	(105.9)	(190.5)	—
Income tax benefit from stock-based awards	—	—	10.3	4.9
Equity-based compensation expense	45.1	68.0	11.7	10.8
Restructuring charge	34.8	51.8	0.1	25.4
Restructuring payments	(17.0)	(39.1)	(2.1)	(33.8)
Change in fair value of make-whole derivative liability	32.8	172.4	—	—
Changes in deferred income taxes	(99.5)	(137.6)	(33.2)	46.2
Changes in prepaid and accrued income taxes	(131.7)	(10.0)	(8.1)	(24.8)
Changes in operating assets and liabilities:				
(Increase) decrease in accounts receivable	(42.3)	(15.2)	16.3	9.5
(Increase) decrease in other current assets	(30.2)	5.9	(1.2)	0.3
Increase (decrease) in deferred revenue	4.1	66.1	20.8	(15.1)
Increase (decrease) in accounts payable	5.0	(19.6)	37.8	(12.6)
Increase (decrease) in accrued liabilities	29.0	(10.2)	(39.7)	(41.8)
Increase (decrease) in other accrued and current liabilities	(19.0)	43.9	25.1	0.4
(Increase) decrease in other long-term assets	(48.3)	(38.3)	(96.0)	(13.5)
Increase (decrease) in long-term liabilities	(40.8)	(57.0)	154.6	(55.8)
Non-cash foreign exchange impacts	(5.6)	15.1	—	2.1
Net, other non-cash adjustments (1)	48.6	17.8	2.8	(0.7)
Net cash provided by (used in) operating activities	195.6	(63.0)	(65.4)	325.4
Cash flows provided by (used in) investing activities:				
Payments for acquisitions of businesses, net of cash acquired	(20.6)	(6,078.0)	—	—
Cash settlements of foreign currency contracts	7.1	(7.9)	—	(7.8)
Capital expenditures	(7.7)	(12.5)	(0.2)	(5.1)
Additions to computer software and other intangibles	(113.7)	(56.4)	(5.1)	(53.1)
Net, other	0.6	0.2	—	0.7
Net cash provided by (used in) investing activities	(134.3)	(6,154.6)	(5.3)	(65.3)
Cash flows provided by (used in) financing activities:				
Net payments related to stock-based plans	—	—	—	(1.4)
Proceeds from issuance of Class A common stock in the IPO transaction and Private Placement, net (2)	2,248.2	—	—	—
Proceeds from investors	—	3,176.8	—	—
Payment for the redemption of Cumulative Series A Preferred Stock	(1,067.9)	—	—	—
Payment for make-whole liability	(205.2)	—	—	—
Payment for debt early redemption premiums	(50.1)	—	—	—
Payments of dividends	(64.1)	(96.1)	—	(58.1)
Proceeds from borrowings on Credit Facility	407.2	228.3	167.0	1,095.1
Proceeds from borrowings on Predecessor’s Term Loan Facilities	—	—	—	300.0
Proceeds from issuance of Successor's Senior Notes	—	1,450.0	—	—
Proceeds from borrowings on Successor's Term Loan Facility - net of issuance discount	—	2,479.4	—	—
Retirement of Predecessor's Senior Notes	—	(625.1)	—	—
Payments of borrowings on Credit Facility	(407.2)	(228.3)	(70.0)	(1,578.2)
Payments of borrowing on Term Loan Facility	(19.0)	—	—	(360.0)
Payments of borrowings on Successor’s Senior Notes	(580.0)	—	—	—
(Payments) proceeds of borrowings on Successor's Bridge Loan	(63.0)	63.0	—	—
Payment of debt issuance costs	(2.5)	(122.6)	—	(3.6)
Net, other	(7.1)	(3.6)	(0.1)	(3.5)
Net cash provided by (used in) financing activities	189.3	6,321.8	96.9	(609.7)
Effect of exchange rate changes on cash and cash equivalents	5.3	(5.6)	1.2	(2.6)
Increase (decrease) in cash and cash equivalents	255.9	98.6	27.4	(352.2)
Cash and Cash Equivalents, Beginning of Period	98.6	—	90.2	442.4
Cash and Cash Equivalents, End of Period	$ 354.5	$ 98.6	$ 117.6	$ 90.2
Supplemental Disclosure of Cash Flow Information:				
Cash Paid for:				
Income Taxes, Net of Refunds	$ 120.9	$ 29.3	$ 3.4	$ 55.1
Interest	$ 249.0	$ 232.4	$ 2.4	$ 53.8

(1) Includes non-cash adjustments for the write down of deferred debt issuance costs and discount of $23.2 million associated with the partial redemption of the Senior Unsecured Notes, Senior Secured Notes, and amendments of the revolver and the term loan during the year ended December 31, 2020. In addition, non cash amortization of deferred debt issuance cost and discount is $21.8 million and $23.2 million for the year ended December 31, 2020 and the period from January 1 to December 31, 2019, respectively.
(2) Net of IPO offering costs of $132.8 million of which $131.9 million was paid by proceeds raised from the offering (see Note 2) and $0.9 million was paid prior to the IPO and Private Placement.

The accompanying notes are an integral part of the consolidated financial statements.

Dun & Bradstreet Holdings, Inc.
Consolidated Statements of Stockholder Equity (Deficit)
(Tabular amounts in millions)

	Common Stock	Capital Surplus	(Accumulated Deficit) Retained Earnings	Treasury Stock	Cumulative Translation Adjustment	Defined Benefit Postretirement Plans	Cash Flow Hedging Derivative	Total Stockholder Equity (Deficit)	Non-Controlling Interest	Total Equity (Deficit)
Predecessor:										
Year ended December 31, 2018										
Balance, January 1, 2018	$ 0.8	$ 332.0	$ 3,176.3	$ (3,319.5)	$ (218.2)	$ (798.7)	$ —	$ (827.3)	$ 16.1	$ (811.2)
Net income (loss)	—	—	288.1	—	—	—	—	288.1	6.2	294.3
Payment to non-controlling interest	—	—	—	—	—	—	—	—	(5.5)	(5.5)
Equity-based compensation plans	—	0.8	—	9.2	—	—	—	10.0	—	10.0
Pension adjustments, net of tax benefit of $5.5	—	—	—	—	—	(19.6)	—	(19.6)	—	(19.6)
Dividend declared	—	—	(58.3)	—	—	—	—	(58.3)	—	(58.3)
Cumulative adjustment for Topic 606, net of tax benefit of $25.7	—	—	(81.1)	—	—	—	—	(81.1)	—	(81.1)
Change in cumulative translation adjustment, net of tax benefit of $2.6	—	—	—	—	(17.3)	(17.3)	—	(17.3)	(0.9)	(18.2)
Derivative financial instruments, net of tax benefit of $0.1	—	—	—	—	—	—	(0.3)	(0.3)	—	(0.3)
Balance, December 31, 2018	$ 0.8	$ 332.8	3,325.0	(3,310.3)	(235.5)	(818.3)	(0.3)	(705.8)	15.9	(689.9)
For the Period from January 1, 2019 to February 7, 2019										
Balance, December 31, 2018	$ 0.8	$ 332.8	3,325.0	(3,310.3)	(235.5)	(818.3)	(0.3)	(705.8)	15.9	(689.9)
Net income (loss)	—	—	(75.6)	—	—	—	—	(75.6)	0.8	(74.8)
Payment to non-controlling interest	—	—	—	—	—	—	—	—	(0.1)	(0.1)
Equity-based compensation plans	—	11.7	—	—	—	—	—	11.7	—	11.7
Pension adjustments, net of tax expense of $22.2	—	—	—	—	—	65.4	—	65.4	—	65.4
Change in cumulative translation adjustment, net of tax expense of less than $0.1	—	—	—	—	5.7	—	—	5.7	0.2	5.9
Derivative financial instruments, net of tax benefit of $0.1	—	—	—	—	—	—	(0.1)	(0.1)	—	(0.1)
Balance, February 7, 2019	$ 0.8	$ 344.5	$ 3,249.4	$ (3,310.3)	$ (229.8)	$ (752.9)	$ (0.4)	$ (698.7)	$ 16.8	$ (681.9)

	Common Stock	Capital Surplus	(Accumulated Deficit) Retained Earnings	Treasury Stock	Cumulative Translation Adjustment	Defined Benefit Postretirement Plans	Cash Flow Hedging Derivative	Total Stockholder Equity (Deficit)	Non-Controlling Interest	Total Equity (Deficit)
Successor:										
For the period from January 1, 2019 to December 31, 2019										
Balance, January 1, 2019	$ —	$ —	$ (13.5)	$ —	$ —	$ —	$ —	$ (13.5)	$ —	$ (13.5)
Net income (loss)	—	—	(560.0)	—	—	—	—	(560.0)	6.5	(553.5)
Take-Private Transaction	—	2,048.4	—	—	—	—	—	2,048.4	60.3	2,108.7
Capital contribution	—	100.0	—	—	—	—	—	100.0	—	100.0
Equity-based compensation plans	—	68.0	—	—	—	—	—	68.0	—	68.0
Preferred dividend	—	(96.1)	—	—	—	—	—	(96.1)	—	(96.1)
Accretion - Series A Preferred Stock	—	(3.4)	—	—	—	—	—	(3.4)	—	(3.4)
Payment to non-controlling interest	—	—	—	—	—	—	—	—	(5.7)	(5.7)
Pension adjustments, net of tax benefit of $5.4	—	—	—	—	—	(15.8)	—	(15.8)	—	(15.8)
Change in cumulative translation adjustment, net of tax benefit of $1.8	—	—	—	—	(6.6)	—	—	(6.6)	—	(9.9)
Derivative financial instruments, net of tax benefit of $0.4	—	—	—	—	—	—	(1.1)	(1.1)	—	(1.1)
Balance, December 31, 2019	$ —	$ 2,116.9	(573.5)	—	(6.6)	(15.8)	(1.1)	1,519.9	57.8	1,577.7
Year ended December 31, 2020										
Balance, January 1, 2020	$ —	$ 2,116.9	(573.5)	—	(6.6)	(15.8)	(1.1)	1,519.9	57.8	1,577.7
Net income (loss)	—	—	(111.5)	—	—	—	—	(111.5)	5.0	(106.5)
Accretion - Series A Preferred Stock	—	(36.1)	0.0	0.0	0.0	0.0	0.0	(36.1)	0.0	(36.1)
Issuance of Class A Common Stock in IPO and Private Placement, net of issuance costs	—	2,248.1	—	—	—	—	—	2,248.1	—	2,248.1
Equity-based compensation plans (1)	—	45.3	—	—	—	—	—	45.3	—	45.3
Pension adjustments, net of tax benefit of $34.8	—	—	—	—	—	(106.5)	—	(106.5)	—	(106.5)
Change in cumulative translation adjustment, net of tax expense of $3.0	—	—	—	—	23.3	—	—	23.3	3.1	26.4
Derivative financial instruments, net of tax expense of $0.2	—	—	—	—	—	—	0.7	0.7	—	0.7
Preferred dividend	—	(64.1)	—	—	—	—	—	(64.1)	—	(64.1)
Payment to non-controlling interest	—	—	—	—	—	—	—	—	(7.4)	(7.4)
Balance, December 31, 2020	$ —	$ 4,310.2	(685.0)	—	16.7	(122.3)	(0.4)	3,519.2	58.5	3,577.7

(1) Includes $0.2 million related to the conversion of pre-IPO liability classified equity-based awards into restricted stock units.

The accompanying notes are an integral part of the consolidated financial statements.

Note 1 -- Description of Business and Summary of Significant Accounting Policies

Description of Business. Dun & Bradstreet Holdings, Inc. through its operating company The Dun & Bradstreet Corporation ("Dun & Bradstreet" or "D&B") helps companies around the world improve their business performance. A global leader in business to business data and analytics, we glean insight from data to enable our clients to connect with the prospects, suppliers, clients and partners that matter most. Since 1841, companies of every size rely on Dun & Bradstreet to help them manage risk and reveal opportunity. We transform data into valuable business insights which are the foundation of our global solutions that clients rely on to make mission critical business decisions.

Dun & Bradstreet provides solution sets that meet a diverse set of clients' needs globally. Clients use Finance & Risk solutions to mitigate credit, compliance and supplier risk, increase cash flow and drive increased profitability. Our Sales & Marketing solutions help clients better use data to grow sales, digitally engage with clients and prospects, improve marketing effectiveness and also offer data management capabilities that provide effective and cost efficient marketing solutions to increase revenue from new and existing clients.

Basis of Presentation. The accompanying financial statements of Dun & Bradstreet Holdings, Inc. (formerly Star Intermediate I, Inc.) and its subsidiaries ("we" or "us" or "our" or the "Company") were prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period reported. As discussed throughout this Note 1, we base our estimates on historical experience, current conditions and various other factors that we believe to be reasonable under the circumstances. Significant items subject to such estimates and assumptions include: valuation allowances for receivables and deferred income tax assets; tax liabilities related to our undistributed foreign earnings associated with the 2017 Tax Cuts and Jobs Act ("2017 Act"); liabilities for potential tax exposure and potential litigation claims and settlements; assets and obligations related to employee benefits; allocation of the purchase price in acquisition accounting; impairment assessment for goodwill and other intangible assets; long-term asset recoverability and estimated useful life; stock-based compensation; revenue deferrals; and restructuring charges. We review estimates and assumptions periodically and reflect the changes in the consolidated financial statements in the period in which we determine any changes to be necessary. Actual results could differ materially from those estimates under different assumptions or conditions.

Our consolidated financial statements presented herein reflect the latest estimates and assumptions made by management that affect the reported amounts of assets and liabilities and related disclosures as of the date of the consolidated financial statements and reported amounts of revenue and expenses during the reporting periods presented. Since early 2020, the novel coronavirus ("COVID-19") global pandemic has caused disruptions in the economy and volatility in the global financial markets. There is considerable uncertainty regarding its duration and the speed and nature of recovery. The extent of the impact of the COVID-19 global pandemic on our operations and financial performance will depend on the effects on our clients and vendors, which are uncertain at this time and cannot be predicted. In addition, the pandemic may affect management's estimates and assumptions of variable consideration in contracts with clients as well as other estimates and assumptions, in particular those that require a projection of our financial results, our cash flows or broader economic conditions.

The consolidated financial statements include our accounts, as well as those of our subsidiaries and investments in which we have a controlling interest. Investments in companies over which we have significant influence but not a controlling interest are recorded under the equity method of accounting. When events and circumstances warrant, equity investments accounted for

under the equity method of accounting are evaluated for impairment. An impairment charge is recorded whenever a decline in value of an equity investment below its carrying amount is determined to be other-than temporary. We elect to account for investments over which we do not have significant influence at cost adjusted for impairment or other changes resulting from observable market data. Market values associated with these investments are not readily available. Our cost investments were not material as of December 31, 2020 and 2019.

Initial Public Offering ("IPO") and Private Placement

On July 6, 2020, we completed an IPO of 90,047,612 shares of our common stock, par value $0.0001 per share at a public offering price of $22.00 per share. Immediately subsequent to the closing of the IPO, a subsidiary of Cannae Holdings, Inc. ("Cannae Holdings"), a subsidiary of Black Knight, Inc. ("Black Knight") and affiliates of CC Capital Partners LLC ("CC Capital") purchased from us in a private placement $200.0 million, $100.0 million and $100.0 million, respectively, of our common stock at a price per share equal to 98.5% of the IPO price, or $21.67 per share. We issued 18,458,700 shares of common stock in connection with the private placement. A total of 108,506,312 shares of common stock were issued in the IPO and concurrent private placement for gross proceeds of $2,381.0 million. See Note 2 to the consolidated financial statements for further discussion, including the use of proceeds and the impact on common share and per share information.

The Take-Private Transaction

On August 8, 2018, a consortium of investors formed a Delaware limited partnership, Star Parent, L.P. ("Parent") and Star Merger Sub, Inc. ("Merger Sub"), and subsequently formed subsidiaries including Dun & Bradstreet Holdings, Inc., Star Intermediate II, LLC and Star Intermediate III, LLC. Also on August 8, 2018, Dun & Bradstreet entered into an Agreement and Plan of Merger (the "Merger Agreement") with Parent and Merger Sub. On February 8, 2019, pursuant to the terms of the Merger Agreement, Merger Sub merged with and into Dun & Bradstreet with Dun & Bradstreet continuing as the surviving corporation. The transaction is referred to as the "Take-Private Transaction." See further discussion on Note 15.

The completion of the Take-Private Transaction resulted in the following:

- Parent issued 206,787.3617 Class A units for $2,048.4 million, net of equity syndication fee of $19.5 million, which was contributed to Dun & Bradstreet Holdings, Inc. In addition, Parent issued 6,817.7428 units of Class B and 32,987.0078 units of Class C profits interest.

- Dun & Bradstreet Holdings, Inc. issued 314,494,968 shares of common stock to Parent and 1,050,000 shares of Series A Preferred Stock for $1,028.4 million, net of issuance discount of $21.6 million.

- Merger Sub entered into a credit agreement for new senior secured credit facilities (the "New Senior Secured Credit Facilities"). The New Senior Secured Credit Facilities provide for (i) a seven year senior secured term loan facility in an aggregate principal amount of $2,530.0 million (the "New Term Loan Facility"), (ii) a five year senior secured revolving credit facility in an aggregate principal amount of $400.0 million (the "New Revolving Facility") and (iii) a 364-day repatriation bridge facility in an aggregate amount of $63.0 million. Also on February 8, 2019, Merger Sub issued $700.0 million in aggregate principal amount of 6.875% senior secured notes (the "New Senior Secured Notes") and $750.0 million in aggregate principal amount of Senior Unsecured Notes due 2027 (the "New Senior Unsecured Notes"). See Note 6 for further discussion.

- The Company used the proceeds from the issuances of common and preferred shares and the debt financing to (i) finance and consummate the Take-Private Transaction and other transactions, including to fund nonqualified pension and deferred compensation plan obligations (ii) repay in full all outstanding indebtedness under Dun & Bradstreet's then-existing senior secured credit facilities, (iii) fund the redemption and discharge of all of Dun & Bradstreet's then-existing senior notes and (iv) pay related fees, costs, premiums and expenses in connection with these transactions.

- Merger Sub merged with and into D&B with D&B continuing as the surviving corporation.

As a result of the Take-Private Transaction on February 8, 2019, the merger was accounted for in accordance with ASC 805, "Business Combinations" ("ASC 805"), and Dun & Bradstreet Holdings, Inc. was determined to be the accounting acquirer. The accompanying consolidated financial statements and information are presented on a Successor and Predecessor basis. References to Predecessor refer to the results of operations, cash flows and financial position of The Dun & Bradstreet Corporation and its subsidiaries prior to the closing of the Take-Private Transaction. References to Successor refer to the consolidated financial position of Dun & Bradstreet Holdings, Inc. and its subsidiaries as of December 31, 2020 and December 31, 2019, and the results of operations and cash flows of Dun & Bradstreet Holdings, Inc. and its subsidiaries for the year ended December 31, 2020 and the period from January 1, 2019 to December 31, 2019. During the period from January 1, 2019 to February 7, 2019, Dun & Bradstreet Holdings, Inc. had no significant operations and limited assets and had only incurred transaction related expenses prior to the Take-Private Transaction. The Successor periods include the consolidated results of operations, cash flows and financial position of Dun & Bradstreet and its subsidiaries on and after February 8, 2019. The Predecessor and Successor consolidated financial information presented herein is not comparable primarily due to the impacts of the Take-Private Transaction including the application of acquisition accounting in the Successor financial statements as of February 8, 2019, as further described in Note 15, of which the most significant impacts are (i) the increased amortization expense for intangible assets; (ii) additional interest expense associated with debt financing arrangements entered into in connection with the Take-Private Transaction; (iii) higher non-recurring transaction costs and the pension settlement charge attributable to the Take-Private Transaction; and (iv) a shorter Successor period for our International operations.

All intercompany transactions and balances have been eliminated in consolidation.

Since the Take-Private Transaction, management has made changes to transform our business. As a result, during the fourth quarter of 2019, we changed the composition of our reportable segments, the classification of revenue by solution set and our measure of segment profit (from operating income to adjusted EBITDA (see Note 18 for further discussion of adjusted EBITDA) in the information that we provide to our chief operating decision makers ("CODMs") to better align with how they assess performance and allocate resources. Latin America Worldwide Network, which was previously included in the Americas reportable segment, is currently included in the International segment. Accordingly, prior period results have been recast to conform to the current presentation of segments, revenue by solution, and the measure of segment profit. These changes do not impact our consolidated results.

We manage our business and report our financial results through the following two segments:

- North America offers Finance & Risk and Sales & Marketing data, analytics and business insights in the United States and Canada; and
- International offers Finance & Risk and Sales & Marketing data, analytics and business insights directly in the United Kingdom/Ireland ("U.K."), Greater China, India and indirectly through our Worldwide Network alliances ("WWN alliances").

Except as described below, the consolidated financial statements reflect results of the subsidiaries outside of North America for the year ended November 30 in order to facilitate the timely reporting of the consolidated financial results and consolidated financial position. For the period from January 1, 2019 to December 31, 2019 (Successor), the results of subsidiaries outside of North America are reflected for the period from February 8, 2019 through November 30, 2019. For the period from January 1 to February 7, 2019 (Predecessor), the results of subsidiaries outside of North America are reflected for the period from December 1, 2018 to January 7, 2019.

As a result of the lag reporting in the International segment, we excluded the revenue and expenses for the period of January 8, 2019 to February 7, 2019, (the "International lag adjustment"), in connection with the Take-Private Transaction on February 8, 2019.

Where appropriate, we have reclassified certain prior year amounts to conform to the current year presentation.

Significant Accounting Policies

Revenue Recognition

Revenue is recognized when promised goods or services are transferred to clients in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by following a five-step process, (1) identify the contract with a client, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price, and (5) recognize revenue when or as we satisfy a performance obligation.

We generate revenue from licensing our data and providing related data services to our clients. Our data is integrated into our hosted or on-premise software applications. Data is also delivered directly into client third-party applications (or our on-premise applications) using our application programming interfaces ("API") or as computer files. Some of our data and reports can be purchased through our websites individually or in packages.

Most of our revenue comes from clients we contract with directly. We also license data, trademarks and related technology and support services to our Worldwide Network partners for exclusive distribution of our products to clients in their territories. We also license our data to our alliance partners who use the data to enhance their own products or enable it to be seamlessly delivered to their customers.

Revenue is net of any sales or indirect taxes collected from clients, which are subsequently remitted to government authorities.

Performance Obligations and Revenue Recognition

All our clients license our data and/or software applications. The license term is generally a minimum of 12 months and non-cancelable. If the client can benefit from the license only in conjunction with a related service, the license is not distinct and is combined with the other services as a single performance obligation.

We recognize revenue when (or as) we satisfy a performance obligation by transferring promised licenses and or services underlying the performance obligation to the client. Some of our performance obligations are satisfied over time as the product is transferred to the client. Performance obligations which are not satisfied over time are satisfied at a point in time.

Determining whether the products and services in a contract are distinct and identifying the performance obligations requires judgment. When we assess contracts with clients we determine if the data we promise to transfer to the client is individually distinct or is combined with other licenses or services which together form a distinct product or service and a performance obligation. We also consider if we promise to transfer a specific quantity of data or provide unlimited access to data.

We determined that when clients can purchase a specified quantity of data based on their selection criteria and data layout, each data record is distinct and a performance obligation, satisfied on delivery. If we promise to update the initial data set at specified intervals, each update is a performance obligation, which we satisfy when the update data is delivered.

When we provide clients continuous access to the latest data using our API-based and online products, the client can consume and benefit from this content daily as we provide access to the data. We determined that for this type of offering our overall promise is a service of daily access to data which represents a single performance obligation satisfied over time. We recognize revenue ratably for this type of performance obligation.

Clients can purchase unlimited access to data in many of our products for the non-cancelable contract term. These contracts are priced based on their anticipated usage volume of the product and we have the right to increase the transaction price in the following contract year if usage in the current contract year exceeds certain prescribed limits. The limits are set at a level that the client is unlikely to exceed so in general, we fully constrain any variable consideration until it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty is resolved. For these contracts the performance obligation is satisfied over time as we provide continuous access to the data. We recognize revenue ratably over the contract term.

For products sold under our annual and monthly discount plans the client receives a discount based on the amount they commit to spend annually, or the actual amount spent at the end of each monthly billing cycle. Each report or data packet purchased is a separate performance obligation which is satisfied when the report or data packet is delivered. The client can also purchase a monitoring service on the report or data packet which is a performance obligation satisfied over time because the client benefits from the service as we monitor the data and provide alerts when the data changes. We recognize revenue ratably over the monitoring period.

In some contracts, including annual discount plans, the client commits to spend a fixed amount on the products. Breakage occurs if the client does not exercise all their purchasing rights under the contract. We recognize breakage at the end of the contract when the likelihood of the client exercising their remaining rights becomes remote.

Many of our contracts provide the client an option to purchase additional products. If the option provides the client a discount which is incremental to discounts typically given for those products, the contract provides the client a material right that it would not receive without entering into the contract. An amount of the transaction price is allocated to the material right performance obligation and is recognized when the client exercises the option or when the option expires.

We have long-term contracts with our Worldwide Network partners. These contracts are typically for an initial term of up to 10 years and automatically renew for further terms unless notice is given before the end of the initial or renewal term. We grant each partner the exclusive right to sell our products in the countries that constitute their territory. We provide them access to data, use of our brand and technology and other services and support necessary for them to sell our products and services in their territory. We determined this arrangement is a series of distinct services and represents a single performance obligation satisfied over time. These contracts contain multiple streams of consideration, some of which are fixed and some are variable. These variable amounts are allocated to the specific service period during which the sales or usage occurred if the variable amount is commensurate with the benefit to the client of the additional service and is consistent with our customary pricing practices. Otherwise the variable amount is accounted for as a change in the transaction price for the contract. We recognize revenue ratably for this performance obligation.

We license our data to our alliance partners. Most contracts specify the number of licensed records or data sets to be delivered. If the licenses are distinct, we satisfy them on delivery of the data. Contract consideration is often a sales or usage-based royalty, sometimes accompanied by a guaranteed minimum amount. Any fixed consideration is allocated to each performance obligation based on the standalone selling price of the data. We apply the variable consideration exception for license revenue in the form of royalties when the license is the sole or predominant item to which the royalty relates. Royalty revenue is recognized when the later of the following events have occurred: (1) the subsequent sale or usage occurs or (2) the performance obligation to which some or all the royalty has been allocated has been satisfied (or partially satisfied).

Contracts with Multiple Performance Obligations

Our contracts with clients often include promises to transfer multiple performance obligations. For these contracts we allocate the transaction price to each performance obligation in the contract on a relative standalone selling price basis. The standalone selling price is the price at which we would sell the promised service separately to a client. We use the observable price based on prices in contracts with similar clients in similar circumstances. When the standalone selling price is not directly observable from actual standalone sales, we estimate a standalone selling price making maximum use of any observable data and estimates of what a client in the market would be willing to pay for those goods or services.

We allocate variable consideration to a performance obligation or a distinct product if the terms of the variable payment relate specifically to our efforts to satisfy the performance obligation or transfer the distinct product and the allocation is consistent with the allocation objective. If these conditions are not met or the transaction price changes for other reasons after contract inception, we allocate the change on the same basis as at contract inception.

Contract Combinations and Modifications

Many of our clients have multiple contracts for various products. Contracts entered into at or near the same time with the same client are combined into a single contract when they are negotiated together with a single commercial objective or the contracts are related in other ways.

Contract modifications are accounted for as a separate contract if additional products are distinct and the transaction price increases by an amount that reflects the standalone selling prices of the additional products. Otherwise, we generally account for the modifications as if they were the termination of the existing contracts and creation of new contracts if the remaining products are distinct from the products transferred before the modification. The new transaction price is the unrecognized revenue from the existing contracts plus the new consideration. This amount is allocated to the remaining performance obligations based on the relative standalone selling prices.

Restructuring Charges. Restructuring charges have been recorded in accordance with Accounting Standards Codification ("ASC") 712-10, "Nonretirement Postemployment Benefits," or "ASC 712-10," and/or ASC 420-10, "Exit or Disposal Cost Obligations," or "ASC 420-10," as appropriate.

Effective January 1, 2019, we adopted ASU No. 2016-02, "Leases (Topic 842)," and as a result, terminated contracts that meet the lease definition are no longer accounted for under ASC 420-10. Terminated lease obligations or lease obligations for facilities we no longer occupy are accounted for in accordance with Topic 842. We have reclassified liabilities associated with such lease obligations to long-term and short-term lease liabilities (see Note 7 for further discussion). Certain termination costs and obligations that do not meet the lease criteria continue to be accounted for in accordance with ASC 420-10. Right of use assets are assessed for impairment in accordance to Topic 360. Right of use asset impairment charges and lease costs related to facilities we ceased to occupy are reflected in "Restructuring charges."

We record severance costs provided under an ongoing benefit arrangement once they are both probable and estimable in accordance with the provisions of ASC 712-10.

We account for one-time termination benefits, contract terminations and/or, prior to 2019, costs to terminate lease obligations less assumed sublease income in accordance with ASC 420-10, which addresses financial accounting and reporting for costs associated with restructuring activities. Under ASC 420-10, we establish a liability for a cost associated with an exit or disposal activity, including severance and prior to 2019 lease termination obligations, and other related costs, when the liability is incurred, rather than at the date that we commit to an exit plan. We reassess the expected cost to complete the exit or disposal activities at the end of each reporting period and adjust our remaining estimated liabilities, if necessary.

The determination of when we accrue for severance costs and which standard applies depends on whether the termination benefits are provided under an ongoing arrangement as described in ASC 712-10 or under a one-time benefit arrangement as defined by ASC 420-10. Inherent in the estimation of the costs related to the restructuring activities are assessments related to the most likely expected outcome of the significant actions to accomplish the exit activities. In determining the charges related to the restructuring activities, we have to make estimates related to the expenses associated with the restructuring activities. These estimates may vary significantly from actual costs depending, in part, upon factors that may be beyond our control. We will continue to review the status of our restructuring obligations on a quarterly basis and, if appropriate, record changes to these obligations in current operations based on management's most current estimates.

Leases. In accordance with ASC 842, at the inception of a contract, we assess whether the contract is, or contains, a lease. A contract contains a lease if it conveys to us the right to control the use of property, plant and equipment (an identified asset). We control the identified asset if we have a right to substantially all the economic benefits from use of the asset and the right to direct its use for a period of time.

Most of our leases expire over the next nine years, with the majority expiring within two years. Leases may include options to early terminate the lease or renew at the end of the initial term. Generally, these lease terms do not affect the term of the lease because we are not reasonably certain that we will exercise our option.

We primarily use the incremental borrowing rate to determine the present value of the lease payments because the implicit rate is generally not available to a lessee. We determine the incremental borrowing rate using an applicable reference rate (LIBOR or LIBOR equivalent or local currency swap rates) considering both currency and lease term, combined with our estimated borrowing spread for secured borrowings.

We recognize operating lease expense on a straight-line basis over the term of the lease. Lease payments may be fixed or variable. Only lease payments that are fixed, in-substance fixed or depend on a rate or index are included in determining the lease liability. Variable lease payments include payments made to the lessor for taxes, insurance and maintenance of the leased asset and are recognized as operating expenses as incurred.

We apply certain practical expedients allowed by Topic 842. Lease payments for leases with an initial term of 12 months or less are not included in right of use assets or operating lease liabilities. Instead they are recognized as short term lease operating expense on a straight-line basis over the term. We have also elected not to separate lease and non-lease components for our office leases. We separate the lease components from the non-lease components using the relative standalone selling prices of each component for all our other leased asset classes. We estimate the standalone selling prices using observable prices, and if they are not available, we estimate the price. Non-lease components include maintenance and other services provided in the contract related to the leased asset. Non-lease components are recognized in accordance with other applicable accounting policies. See Note 7.

Prior to the adoption of ASC 842, we expensed the net fixed payments of operating leases on a straight-line basis over the lease term as required under the prior lease accounting standard ASC 840. Under the prior lease accounting standard, lease assets and liabilities were not required to be recognized.

Employee Benefit Plans. We provide various defined benefit plans to our employees as well as health care benefits to our retired employees. We use actuarial assumptions to calculate pension and benefit costs as well as pension assets and liabilities included in the consolidated financial statements. See Note 10.

Legal Contingencies. We are involved in legal proceedings, claims and litigation arising in the ordinary course of business for which we believe we have adequate reserves, and such reserves are not material to the consolidated financial statements. In addition, from time to time we may be involved in additional matters which could become material and for which we may also establish reserve amounts as discussed in Note 8. We record a liability when management believes that it is both probable that a liability has been incurred and we can reasonably estimate the amount of the loss. For such matters where management believes a liability is not probable but is reasonably possible, a liability is not recorded; instead, an estimate of loss or range of loss, if material individually or in the aggregate, is disclosed if reasonably estimable, or a statement will be made that an estimate of loss cannot be made. As additional information becomes available, we adjust our assessment and estimates of such liabilities accordingly.

Cash and Cash Equivalents. We consider all investments purchased with an initial term from the date of purchase by the Company to maturity of three months or less to be cash equivalents. These instruments are stated at cost, which approximates fair value because of the short maturity of the instruments.

Accounts Receivable Trade and Contract Assets. We classify the right to consideration in exchange for products or services transferred to a client as either a receivable or a contract asset. A receivable is a right to consideration that is unconditional. Receivables include amounts billed and currently due from clients.

A contract asset is a right to consideration that is conditional upon factors other than the passage of time. Contract assets include unbilled amounts typically resulting from sale of long-term contracts when the revenue exceeds the amount billed to the client, and the right to payment is not subject to the passage of time. Amounts may not exceed their net realizable value.

Accounts Receivable Allowances. In order to determine an estimate of expected credit losses, receivables are segmented based on similar risk characteristics including historical credit loss patterns and industry or class of customers to calculate reserve rates. The Company uses an aging method for developing its allowance for credit losses by which receivable balances are stratified based on aging category. A reserve rate is calculated for each aging category which is generally based on

historical information. The reserve rate is adjusted, when necessary, for current conditions (e.g., macroeconomic or industry related) and forecasts about the future. The Company also considers customer specific information (e.g., bankruptcy or financial difficulty) when estimating its expected credit losses, as well as the economic environment of the customers, both from an industry and geographic perspective, in evaluating the need for allowances.

Expected credit losses are subtracted or added to the accounts receivable allowance. Actual uncollectible account write-offs are recorded against the allowance. The Company adopted the new accounting standard on Financial Instruments - Credit Losses (Topic 326) effective January 1, 2020. See Note 3.

Property, Plant and Equipment. Property, plant and equipment are stated at cost less accumulated depreciation, except for property, plant and equipment that have been impaired for which the carrying amount is reduced to the estimated fair value at the impairment date. Property, plant and equipment are generally depreciated on a straight-line basis over their estimated useful lives. Buildings are depreciated over a period of 40 years. Equipment, including furniture, is depreciated over a period of three to ten years. Leasehold improvements are amortized on a straight-line basis over the shorter of the term of the lease or the estimated useful life of the improvement.

Computer Software. Computer software includes capitalized software development costs for various computer software applications for internal use, including systems which support our databases and common business services and processes (back-end systems), our financial and administrative systems (back-office systems) and systems which we use to deliver our information solutions to clients (client-facing systems). Computer software also includes purchased software and software recognized in connection with acquisitions.

Costs incurred during a software development project’s preliminary stage and post-implementation stage are expensed as incurred. Development activities that are eligible for capitalization include software design and configuration, development of interfaces, coding, testing, and installation. Capitalized costs are amortized on a straight-line basis over the estimated lives which range from three to eight years, beginning when the related software is ready for its intended use.

We enter into cloud computing arrangements to access third party software without taking possession of the software. We assess development activities required to implement such services and defer certain implementation costs directly related to the hosted software that would be eligible for capitalization for internal-use software projects. Deferred implementation costs related to these service arrangements do not qualify as capitalized software and are required to be expensed over the term of the service arrangement, beginning when the implementation activities, including testing, are substantially completed and the related software is operational for users.

We periodically reassess the estimated useful lives of our computer software considering our overall technology strategy, the effects of obsolescence, technology, competition and other economic factors on the useful life of these assets.

Computer software and deferred implementation costs are tested for impairment along with other long-lived assets (See Impairment of Long-Lived Assets).

Goodwill and Other Intangible Assets. Goodwill represents the excess of the purchase consideration over the fair value of assets and liabilities of businesses acquired. Goodwill is not subject to regular periodic amortization. Instead, the carrying amount of goodwill is tested for impairment at least annually at December 31, and between annual tests if events or circumstances warrant such a test.

We assess recoverability of goodwill at the reporting unit level. A reporting unit is an operating segment or a component of an operating segment which is a business and for which discrete financial information is available and reviewed by a segment manager. At December 31, 2020, our reporting units are Finance & Risk and Sales & Marketing within the North America segment, and United Kingdom, Greater China, India and our WWN alliances within the International segment.

In accordance with ASU No. 2017-04, Intangibles—Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment we record goodwill impairment charges if a reporting unit’s carrying value exceeds its fair value. The

impairment charge is also limited to the amount of goodwill allocated to the reporting unit. An impairment charge, if any, is recorded as an operating expense in the period that the impairment is identified.

For the purpose of the goodwill impairment test, we first assess qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If an initial qualitative assessment identifies that it is more likely than not that the carrying value of a reporting unit exceeds its estimated fair value, an additional quantitative evaluation is performed. Alternatively, we may elect to proceed directly to the quantitative goodwill impairment test.

For the qualitative goodwill impairment test, we analyze actual and projected reporting unit growth trends for revenue and profits, as well as historical performance. We also assess critical factors that may have an impact on the reporting units, including macroeconomic conditions, market-related exposures, regulatory environment, cost factors, changes in the carrying amount of net assets, any plans to dispose of all or part of the reporting unit, and other reporting unit specific factors such as changes in key personnel, strategy, customers or competition.

For the quantitative goodwill impairment test, we determine the fair value of our reporting units based on the market approach and also in certain instances using the income approach to further validate our results. Under the market approach, we estimate the fair value based on market multiples of current year EBITDA for each individual reporting unit. We use judgment in identifying the relevant comparable company market multiples (e.g., recent divestitures/acquisitions, facts and circumstances surrounding the market, dominance, growth rate, etc.). For the income approach, we use the discounted cash flow method to estimate the fair value of a reporting unit. The projected cash flows are based on management’s most recent view of the long-term outlook for each reporting unit. Factors specific to each reporting unit could include revenue growth, profit margins, terminal value, capital expenditure projections, assumed tax rates, discount rates and other assumptions deemed reasonable by management.

For 2020 and 2019, we performed the qualitative test for each of our reporting units and the results of our tests indicated that it was not more likely than not that the goodwill in any reporting unit was impaired. We performed a quantitative goodwill impairment test during 2018, which resulted in no impairment.

The value of goodwill increased significantly as a result of the Take-Private Transaction on February 8, 2019. See Note 18 to the consolidated financial statements for further detail on goodwill by segment.

Indefinite-lived intangibles other than goodwill are also assessed annually for impairment at December 31, or, under certain circumstances which indicate there may be an impairment. An impairment loss is recognized if the carrying value exceeds the fair value. The estimated fair value is determined by utilizing the expected present value of the future cash flows of the assets. We perform both qualitative and quantitative impairment tests to compare the fair value of the indefinite-lived intangible asset with its carrying value. We perform a qualitative impairment test based on macroeconomic and market conditions, industry considerations, overall performance and other relevant factors. We may also perform a quantitative impairment test primarily using an income approach based on projected cash flows.

No impairment charges related to goodwill and indefinite-lived intangibles have been recognized for the year ended December 31, 2020, the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor) and the year ended December 31, 2018 (Predecessor).

Other amortizable intangible assets are recognized in connection with acquisitions. They are amortized over their respective remaining useful life ranging 5 to 12 years as of December 31, 2020, based on the timing of the benefits derived from each of the intangible assets.

Impairment of Long-Lived Assets. Long-lived assets, including property, plant and equipment, right of use assets, internal-use software and other intangible assets held for use, are tested for impairment when events or circumstances indicate the carrying amount of the asset group that includes these assets is not recoverable. An asset group is the lowest level for which its cash flows are independent of the cash flows of other asset groups. The carrying value of an asset group is considered unrecoverable if the carrying value exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset group. The impairment loss is measured by the difference between the carrying value of the asset group

and its fair value. We generally estimate the fair value of an asset group using an income approach or quoted market price, whichever is applicable.

Income Taxes. We are subject to income taxes in the United States and many foreign jurisdictions. In determining our consolidated provision for income taxes for financial statement purposes, we must make certain estimates and judgments. These estimates and judgments affect the determination of the recoverability of certain deferred tax assets and the calculation of certain tax liabilities, which arise from temporary differences between the tax and financial statement recognition of revenue, expenses and net operating losses.

In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence, including our past operating results, the existence of cumulative losses in the most recent years and our forecast of future taxable income. In estimating future taxable income, we develop assumptions, including the amount of future pre-tax operating income, the reversal of temporary differences, and the implementation of feasible and prudent tax planning strategies. These assumptions require judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses.

We currently have recorded valuation allowances that we will maintain until it is more likely than not the deferred tax assets will be realized. Our income tax expense recorded in the future may be reduced to the extent of decreases in our valuation allowances. The realization of our remaining deferred tax assets is primarily dependent on future taxable income in the appropriate jurisdiction. Any reduction in future taxable income may require that we record an additional valuation allowance against our deferred tax assets. An increase in a valuation allowance could result in additional income tax expense in such period and could have a significant impact on our future earnings. Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future. Management records the effect of a tax rate or law change on our deferred tax assets and liabilities in the period of enactment. Future tax rate or law changes could have a material effect on our financial condition, results of operations or cash flows.

Foreign Currency Translation. For all operations outside the United States where the local currency is the functional currency, assets and liabilities are translated using the end-of-year exchange rates, and revenues and expenses are translated using monthly average exchange rates. For those countries where the local currency is the functional currency, translation adjustments are accumulated in a separate component of stockholder equity. Foreign currency transaction gains and losses are recognized in earnings in the consolidated statement of operations and comprehensive income (loss). We recorded net foreign currency transaction losses of $7.5 million, $15.8 million, $0.8 million and $2.2 million for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor), and the year ended December 31, 2018 (Predecessor), respectively.

Earnings Per Share ("EPS") of Common Stock. Basic earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding for the period. Diluted earnings per share is computed based on the weighted average number of common shares outstanding plus the dilutive effect of our outstanding stock incentive awards. In the case of a net loss, the dilutive effect of the awards outstanding under our then-existing stock incentive plans are not included in the computation of the diluted loss per share as the effect of including these shares in the calculation would be anti-dilutive. The dilutive effect of awards outstanding under the stock incentive plans reflected in diluted earnings per share was calculated under the treasury stock method.

Stock-Based Compensation. Stock-based compensation expense is recognized over the award's vesting period on a straight-line basis. The compensation expense is determined based on the grant date fair value. For restricted stock, grant date fair value is based on the closing price of our stock on the date of grant. For stock options, we estimate the grant date fair value using the Black-Scholes valuation model. We recognize forfeitures and the corresponding reductions in expense as they occur. Subsequent to the Take-Private Transaction, our common stock was not publicly traded for a period of time. Thus, estimating grant date fair value prior to the IPO required us to make assumptions including stock price, expected time to liquidity, expected volatility and discount for lack of marketability. The fair value of the underlying shares prior to the IPO was determined contemporaneously with the grants.

For our 2019 grants, we determined stock price per unit equal to the closing price of our Class A equity unit price on February 8, 2019, also the closing date of the Take-Private Transaction. Approximately 94% of the units issued in 2019 were granted in February and March 2019 and almost all of the rest were granted by June 2019. As these grant dates were shortly after the Take-Private Transaction and there were no indications that the value of our Company changed, we believe the Take-Private Transaction date price approximates our fair value on each of the grant dates.

For the expected time to liquidity assumption, management estimated, on the valuation date, the expected change of control or liquidity event was approximately three and half years. The estimate was based on available facts and circumstances on the valuation date, such as our performance and outlook, investors' strategy and need for liquidity, market conditions, and our financing needs, among other things.

During the time that our stock was not traded publicly, to quantify the appropriate illiquidity or lack of marketability discount inherent in the profits interest units, the protective put method was used. The lack of marketability discount was estimated as the value (or cost) of an at-the-money put option with the same expected holding period as the profits interest units, divided by the stock value.

For the expected volatility assumption after the Take-Private Transaction, we utilize the observable data of a group of similar public companies ("peer group") to develop our volatility assumption. The expected volatility of our stock is determined based on the range of the measure of the implied volatility and the historical volatility for our peer group of companies, re-levered to reflect our capital structure and debt, for a period which is commensurate with the expected holding period of the units.

Our stock-based compensation programs are described more fully in Note 11.

Financial Instruments. From time to time we use financial instruments, including foreign exchange forward contracts, foreign exchange option contracts and interest rate derivatives, to manage our exposure to movements in foreign exchange rates and interest rates. The use of these financial instruments modifies our exposure to these risks in order to minimize the potential negative impact and/or to reduce the volatility that these risks may have on our financial results.

We may use foreign exchange forward and foreign exchange option contracts to hedge certain non-functional currency denominated intercompany and third-party transactions. In addition, foreign exchange forward and foreign exchange option contracts may be used to hedge certain of our foreign net investments. From time to time, we may use interest rate swap contracts to hedge our long-term fixed-rate debt and/or our short-term variable-rate debt.

We recognize all such financial instruments on the balance sheet at their fair values, as either assets or liabilities, with an offset to earnings or other comprehensive earnings, depending on whether the derivative is designated as part of an effective hedge transaction and, if it is, the type of hedge transaction. If a derivative instrument meets hedge accounting criteria as prescribed in the applicable guidance, it is designated as one of the following on the date it is entered into:

Cash Flow Hedge—A hedge of the exposure to variability in the cash flows of a recognized asset, liability or a forecasted transaction. For qualifying cash flow hedges, the changes in fair value of hedging instruments are reported as Other Comprehensive Income (Loss) ("OCI") and are reclassified to earnings in the same line item associated with the hedged item when the hedged item impacts earnings.

Fair Value Hedge—A hedge of the exposure to changes in the fair value of a recognized asset or liability or an unrecognized firm commitment. For qualifying fair value hedges, the change in fair value of the hedged item attributable to the hedged risk and the change in the fair value of the hedge instrument is recognized in earnings and presented in the same income statement line item.

We formally document all relationships between hedging instruments and hedged items for a derivative to qualify as a hedge at inception and throughout the hedged period, and we have documented policies for managing our exposures. Derivative financial instruments qualifying for hedge accounting must maintain a specified level of effectiveness between the hedge instrument and the item being hedged. The hedge accounting effectiveness is monitored on an ongoing basis, and if considered ineffective, we discontinue hedge accounting prospectively. See Note 13.

Fair Value Measurements. We account for certain assets and liabilities at fair value, including purchase accounting applied to assets and liabilities acquired in a business combination and long-lived assets that are written down to fair value when they are impaired. Upon the completion of an acquisition, we identify the acquired assets and liabilities, including intangible assets and estimate their fair values. We define fair value as the exchange price that would be received for an asset or paid to transfer a liability (in either case an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

Level Input	Input Definition
Level I	Observable inputs utilizing quoted prices (unadjusted) for identical assets or liabilities in active markets at the measurement date.
Level II	Inputs other than quoted prices included in Level I that are either directly or indirectly observable for the asset or liability through corroboration with market data at the measurement date.
Level III	Unobservable inputs for the asset or liability in which little or no market data exists, therefore requiring management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement in its entirety falls has been determined based on the lowest level input that is significant to the fair value measurement in its entirety. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. In the absence of active markets for the identical assets or liabilities, such measurements involve developing assumptions based on market observable data and, in the absence of such data, internal information that is consistent with what market participants would use in a hypothetical transaction that occurs at the measurement date. The determination of fair value often involves judgments about assumptions such as determining an appropriate discount rate that factors in both risk and liquidity premiums, identifying the similarities and differences in market transactions, weighting those differences accordingly and then making the appropriate adjustments to those market transactions to reflect the risks specific to our assets and liabilities being valued. Fair value measurements also require us to project our future cash flows based on our business plans and outlook which can be significantly impacted by our future growth opportunities, general market and geographic sentiment. Accordingly, the estimates presented herein may not necessarily be indicative of amounts we could realize in a current market sale.

Note 2 -- IPO and Private Placement

On July 6, 2020, we completed an IPO of 90,047,612 shares of our common stock, par value $0.0001 per share at a public offering price of $22.00 per share. Immediately subsequent to the closing of the IPO, a subsidiary of Cannae Holdings, a subsidiary of Black Knight and affiliates of CC Capital purchased a total of 18,458,700 shares of common stock from us in a private placement at a price per share equal to 98.5% of the IPO price, or $21.67 per share, for proceeds of $200.0 million, $100.0 million and $100.0 million, respectively. A total of 108,506,312 shares of common stock were issued in the IPO and concurrent private placement for gross proceeds of $2,381.0 million. The use of the proceeds from the IPO and concurrent private placement was as follows:

Gross proceeds	$	2,381.0
Less:		
Underwriter fees		89.1
IPO related expenses (a)		42.8
Redemption of Series A Preferred Stock		1,067.9
Make-whole payment on redemption of Series A Preferred Stock		205.2
Partial redemption of 10.250% New Senior Unsecured Notes and accrued interest		312.0
Call premium on partial redemption of 10.250% New Senior Unsecured Notes		30.8
Partial redemption of 6.875% New Senior Secured Notes and accrued interest		282.2
Call premium on partial redemption of 6.875% New Senior Secured Notes		19.3
Cash to balance sheet	$	331.7

(a) Includes payment of $30.0 million to the Originating Sponsors (see Note 19), in connection with the waiver and termination of anti-dilution rights in the Star Parent Partnership Agreement. Also in connection with the IPO transaction, we paid fees of $2.5 million each to Thomas H. Lee Partners, L.P. ("THL") Managers and entities affiliated with William P. Foley II and Chinh E. Chu (Bilcar, LLC and CC Star Holdings, LP, respectively) for services provided.

In connection with the IPO, the following transactions occurred:

- On June 23, 2020, we increased our authorized common stock to 2,000,000,000 and our authorized preferred stock to 25,000,000 and effected a 314,494.968 for 1 stock split of our common stock. All of the common share and per share information in the consolidated financial statements for the Successor periods have been retroactively adjusted to reflect the increase in authorized common stock and stock split;

- All outstanding equity incentive awards in the form of profits interests were converted into common units of Star Parent, L.P. which retain the original time-based vesting schedule and are subject to the same forfeiture terms applicable to such unvested units.

- In connection with the IPO, we adopted the Dun & Bradstreet 2020 Omnibus Incentive Plan (the "2020 Omnibus Incentive Plan"). See further discussion in Note 11.

Note 3 -- Recent Accounting Pronouncements

We consider the applicability and impact of all Accounting Standards Updates (“ASUs”) and applicable authoritative guidance. The ASUs not listed below were assessed and determined to be either not applicable or are expected to have an immaterial impact on our consolidated financial position, results of operations and/or cash flows.

Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU No. 2018-15, “Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract: Disclosures for Implementation Costs Incurred for Internal-Use Software and Cloud Computing Arrangements - a consensus of the EITF.” The standard aligns the accounting for costs incurred to implement a cloud computing arrangement that is a service arrangement with the guidance on capitalizing costs associated with developing or obtaining internal-use software. Costs incurred during the planning and post implementation stages are typically expensed, while costs incurred during the development stage are typically capitalized. The capitalized implementation costs are to be expensed over the term of the hosting arrangement including renewal options to the extent those options are expected to be utilized. This update also requires the capitalized implementation costs to be presented in the consolidated financial statements consistent with the presentation of the ongoing fees and payments associated with the cloud arrangement.

We adopted this update as of January 1, 2020 and applied its amendments prospectively to implementation costs incurred after the date of adoption. This update did not have a material effect on our consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." ASU No. 2016-02 and its related amendments (the new lease standard or Topic 842) requires lessees to recognize all operating leases as right of use assets and lease liabilities on their balance sheet. The lease liability is initially measured at the present value of unpaid lease payments payable over the lease term including renewal periods that the lessee is reasonably certain to renew. The right of use asset is initially equal to the lease liability adjusted for any lease payments paid at or before the lease commencement date or lease incentives received and deferred rent liability. The standard also requires additional disclosures about the amount, timing and uncertainty of cash flows from leases.

On January 1, 2019, we adopted the new lease standard using the effective date transition method which allows us to report comparative periods in accordance with prior lease guidance. We have adopted the package of transition practical expedients which allows us to not reassess our existing lease classifications, initial direct costs, and whether or not an existing contract contains a lease. The lease liability for existing leases at the transition date was measured using the unpaid minimum rental payments. We recognized $91.9 million and $112.9 million of existing operating leases as right of use assets and lease liabilities, respectively, effective January 1, 2019. The adoption of the new lease standard did not have a material effect on our consolidated statement of operations and cash flows.

In June 2016, the FASB issued ASU No. 2016-13, “Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.” The standard changes the impairment model for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities are required to use a new forward-looking “expected loss” model that generally will result in the earlier recognition of allowances for losses. For available-for-sale debt securities with unrealized losses, entities measure credit losses in a manner similar to what is required under the existing guidance, except that the losses will be recognized as allowances rather than reductions in the amortized cost of the securities. We adopted this update as of January 1, 2020. This update did not have a material effect on our consolidated financial statements and related disclosures.

In August 2018, the FASB issued ASU No. 2018-14, “Compensation-Retirement Benefits-Defined Benefit Plans-General (Topic 715-20): Changes to the Disclosure Requirements for Defined Benefit Plans.” The standard amends ASC 715, “Compensation - Retirement Benefits,” to add, remove, and clarify disclosure requirements related to defined benefit pension and other postretirement plans. The amendments are to be applied retrospectively. The standard is effective for public business entities for fiscal years ending after December 15, 2020, and for all other entities for fiscal years ending after December 15, 2021. Early adoption is permitted. We adopted this update as of December 31, 2020. See Note 10.

Recently Issued Accounting Pronouncements

In December 2019, the FASB issued ASU No. 2019-12, "Income Taxes (Topic 740)." The amendments in this Update simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. For public business entities, the amendments in this Update are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. For all other entities, the amendments in this Update are effective for fiscal years beginning after December 15, 2021 and interim periods within fiscal years beginning after December 15, 2022. We do not expect the adoption of this authoritative guidance to have a material impact on our consolidated financial statements.

Note 4 -- Revenue

The total amount of the transaction price for our revenue contracts allocated to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2020 (Successor) is as follows:

	2021	2022	2023	2024	2025	Thereafter	Total
Future revenue	$ 1,138.2	$ 534.2	$ 261.1	$ 94.6	$ 66.2	$ 134.8	$ 2,229.1

The table of future revenue does not include any amount of variable consideration that is a sales or usage-based royalty in exchange for distinct data licenses or that is allocated to a distinct service period within a single performance obligation that is a series of distinct service periods.

Contract Balances

	Successor		Predecessor
	At December 31, 2020	At December 31, 2019	At December 31, 2018
Accounts receivable, net	$ 313.7	$ 269.3	$ 270.8
Short-term contract assets	$ 1.4	$ 1.0	$ 1.3
Long-term contract assets	$ 3.8	$ 2.8	$ 2.6
Short-term deferred revenue	$ 467.2	$ 467.5	$ 529.1
Long-term deferred revenue	$ 16.3	$ 7.8	$ 7.3

The increase in deferred revenue of $8.2 million from December 31, 2019 to December 31, 2020 was primarily due to cash payments received or due in advance of satisfying our performance obligations, largely offset by approximately $472.5 million of revenue recognized that were included in the deferred revenue balance at December 31, 2019, net of the purchase accounting fair value adjustment as a result of our Take-Private Transaction in February 2019.

The increase in contract assets of $1.4 million is primarily due to new contract assets recognized, net of new amounts reclassified to receivables during 2020, largely offset by $3.2 million of contract assets included in the balance at January 1, 2020 that were reclassified to receivables when they became unconditional.

The decrease in deferred revenue of $61.1 million from December 31, 2018 (Predecessor) to December 31, 2019

(Successor) was primarily due to $390.1 million of revenue recognized that was included in the deferred revenue balance at December 31, 2018 (Predecessor), net of the purchase accounting fair value adjustment as a result of our Take-Private Transaction in February 2019, largely offset by cash payments received or due in advance of satisfying our performance obligations. The change in short-term and long-term contract assets was not significant.

See Note 18 for schedule of disaggregation of revenue.

Assets Recognized for the Costs to Obtain a Contract

Commission assets, net of accumulated amortization included in deferred costs, were $83.6 million and $47.0 million as of December 31, 2020 and December 31, 2019, respectively.

The amortization of commission assets is as follows:

Period	Amortization	
Year ended December 31, 2020 (Successor)	$	17.0
Period from January 1 to December 31, 2019 (Successor)	$	4.7
Period from January 1 to February 7, 2019 (Predecessor)	$	3.2
Year ended December 31, 2018 (Predecessor)	$	26.9

Note 5 -- Restructuring Charges

We incurred restructuring charges (which generally consist of employee severance and termination costs, and contract terminations). These charges were incurred as a result of eliminating, consolidating, standardizing and/or automating our business functions.

We recorded a restructuring charge of $34.8 million for the year ended December 31, 2020 (Successor). This charge consists of:

- Severance costs of $9.9 million under ongoing benefit arrangements. Approximately 165 employees were impacted. Most of the employees impacted exited the Company by the end of 2020. The cash payments for these employees will be substantially completed by the end of the second quarter of 2021; and
- Contract termination, impairment of right of use assets and other exit costs, including those to consolidate or close facilities of $24.9 million.

We recorded a restructuring charge of $51.8 million for the year ended December 31, 2019 (Successor) and $0.1 million for the period from January 1, 2019 to February 7, 2019 (Predecessor). These charges consist of:

- Severance costs of $36.6 million (Successor) and $0.1 million (Predecessor) under ongoing benefit arrangements. Approximately 540 employees were impacted and exited the Company by the end of 2019. The cash payments for these employees were substantially completed by the end of the first quarter of 2020; and
- Contract termination, write down of right of use assets and other exit costs, including those to consolidate or close facilities of $15.2 million (Successor).

We recorded a restructuring charge of $25.4 million for the year ended December 31, 2018 (Successor). This charge consists of:

- Severance costs of $22.3 million under ongoing benefit arrangements. Approximately 390 employees were impacted and exited the Company by the end of 2018. The cash payments for these employees were completed by the end of 2019; and
- Contract termination, lease termination obligations and other exit costs, including those to consolidate or close facilities of $3.1 million.

The following table sets forth the restructuring reserves and utilization:

	Severance and Termination	Contract Termination and Other Exit Costs	Total
Predecessor:			
Balance as of December 31, 2017	$ 12.7	$ 3.5	$ 16.2
Charge taken during 2018	22.3	3.1	25.4
Payments made during 2018	(30.3)	(3.7)	(34.0)
Balance remaining as of December 31, 2018	$ 4.7	$ 2.9	$ 7.6
Charge taken from January 1 to February 7, 2019	0.1	—	0.1
Payments made through February 7, 2019	(1.6)	(0.5)	(2.1)
Reclassification related to leases pursuant to the adoption of Topic 842	—	(2.4)	(2.4)
Balance remaining as of February 7, 2019	$ 3.2	$ —	$ 3.2
Successor:			
Balance as of December 31, 2018	$ —	$ —	$ —
Impact of purchase accounting	3.2	—	3.2
Charge taken during 2019 (1)	36.6	12.2	48.8
Payments and other adjustments made during 2019	(33.5)	(7.4)	(40.9)
Balance remaining as of December 31, 2019	$ 6.3	$ 4.8	$ 11.1
Charge taken during 2020 (1)	9.9	5.9	15.8
Payments made during 2020	(13.7)	(3.3)	(17.0)
Balance remaining as of December 31, 2020	$ 2.5	$ 7.4	$ 9.9

(1) Balance excludes charges accounted for under Topic 842. See Note 7 "Leases" for further discussion.

Note 6 -- Notes Payable and Indebtedness

Successor Debt

In connection with the Take-Private Transaction on February 8, 2019, the Company entered into a credit agreement governing its New Senior Secured Credit Facilities. The New Senior Secured Credit Facilities provided for (i) a seven year senior secured term loan facility in an aggregate principal amount of $2,530 million; (ii) a five year senior secured revolving credit facility in an aggregate principal amount of $400 million; and (iii) a 364-day repatriation bridge facility in an aggregate amount of $63 million. The closing of the New Senior Secured Credit Facilities was conditional on the redemption of the Predecessor debt. Also on February 8, 2019, Merger Sub, which was merged into Dun & Bradstreet upon the closing of the Take-Private Transaction, issued $700 million in aggregate principal amount of 6.875% New Senior Secured Notes due 2026 and $750 million in aggregate principal amount of 10.250% New Senior Unsecured Notes due 2027. Together with the equity contributions from the investors, the proceeds from these financing transactions were used to (i) finance and consummate the Take-Private Transaction and other transactions, including to fund non-qualified pension and deferred compensation plan obligations; (ii) repay in full all outstanding indebtedness under the Company's then-existing senior secured credit facilities; (iii) fund the redemption and discharge of all of the Company’s then-existing senior notes; and (iv) pay related fees, costs, premiums and expenses in connection with these transactions.

In connection with the IPO transaction (see Note 2), we committed to repay as of June 30, 2020 and on July 6, 2020 repaid $300 million in aggregate principal amount of our 10.250% New Senior Unsecured Notes. As a result, the associated deferred debt issuance costs and discount of $10.5 million were written off. In addition, we were required to pay a premium of $30.8 million related to the repayment, for which we recorded an expense. Both were recorded within “Non-operating income (expense) – net” for the year ended December 31, 2020. Initial debt issuance costs of $31.6 million related to the 10.250% New Senior Unsecured Notes were recorded as a reduction of the carrying amount of the notes and amortized over the contractual

term of the notes, through the date of partial repayment. The remaining debt issuance costs of $15.7 million continue to be amortized over the remaining term of the notes.

On September 11, 2020, we amended our credit agreement dated February 8, 2019, specifically related to the New Revolving Facility. The amendment increased the aggregate amount available under the New Revolving Facility from $400 million to $850 million, and reset the New Revolving Facility maturity date, from February 8, 2024, to September 11, 2025. As a result of the amendment, we wrote off $0.8 million deferred debt issuance costs related to changes in syndication lenders and reported within "Non-operating income (expense) – net" for the year ended December 31, 2020. Initial debt issuance costs of $9.6 million were included in "Other non-current assets" on the consolidated balance sheet and amortized over the initial term of the New Revolving Facility, through the date of the amendment. The remaining deferred debt issuance costs of $6.5 million, together with the additional issuance costs of $1.7 million incurred in connection with the amendment, are being amortized over the new five-year term.

On September 26, 2020, we repaid $280 million in aggregate principal amount of our 6.875% New Senior Secured Notes. As a result, the associated deferred debt issuance costs and discount of $5.7 million were written off. In addition, we were required to pay a premium of $19.3 million related to the repayment, for which we recorded an expense. Both were recorded within "Non-operating income (expense)-net" for the year ended December 31, 2020. Initial debt issuance costs of $17.9 million related to the 6.875% New Senior Secured Notes were recorded as a reduction of the carrying amount of the notes and amortized over the contractual term of the notes, through the date of the partial repayment. The remaining debt issuance costs of $8.6 million continue to be amortized over the remaining term of the notes.

On November 18, 2020, we amended our credit agreement dated February 8, 2019, specifically related to the Term Loan Facility. The amendment establishes Incremental Term Loans in an aggregate principle amount of $300 million. The proceeds of the Incremental Term Loans were drawn and used in January 2021 to finance a portion of the purchase price for the acquisition of the outstanding shares of Bisnode Business Information Group AB. See further discussion in Note 23. The Incremental Term Loans have the same terms as the existing term loans. As of December 31, 2020, we did not have any outstanding borrowing under the Incremental Term Loans.

Our borrowings are summarized in the following table:

		December 31, 2020			At December 31, 2019		
	Maturity	Principal Amount	Debt Issuance Costs and Discount*	Carrying Value	Principal Amount	Debt Issuance Costs and Discount*	Carrying Value
Debt Maturing Within One Year:							
New Repatriation Bridge Facility (1)	February 7, 2020	$ —	$ —	$ —	$ 63.0	$ 0.1	$ 62.9
New Term Loan Facility (1)		25.3	—	25.3	19.0	—	19.0
Total short-term debt		$ 25.3	$ —	$ 25.3	$ 82.0	$ 0.1	$ 81.9
Debt Maturing After One Year:							
New Term Loan Facility (1)	February 8, 2026	$ 2,485.7	$ 77.1	$ 2,408.6	$ 2,511.0	$ 98.3	$ 2,412.7
New Revolving Facility (1) (2)	September 11, 2025	—	—	—	—	—	—
6.875% New Senior Secured Notes (1)	August 15, 2026	420.0	8.2	411.8	700.0	15.8	684.2
10.250% New Senior Unsecured Notes (1)	February 15, 2027	450.0	14.6	435.4	750.0	28.0	722.0
Total long-term debt		$ 3,355.7	$ 99.9	$ 3,255.8	$ 3,961.0	$ 142.1	$ 3,818.9
Total debt		$ 3,381.0	$ 99.9	$ 3,281.1	$ 4,043.0	$ 142.2	$ 3,900.8

*Represents unamortized portion of debt issuance costs and discounts.

(1) The New Senior Secured Credit Facilities and Successor notes contain certain covenants that limit our ability to incur additional indebtedness and guarantee indebtedness, create liens, engage in mergers or acquisitions, sell, transfer or otherwise dispose of assets, pay dividends and distributions or repurchase capital stock, prepay certain indebtedness and make investments, loans and advances. We were in compliance with these non-financial covenants at December 31, 2020 and December 31, 2019.

(2) The New Revolving Facility contains a springing financial covenant requiring compliance with a maximum ratio of first lien net indebtedness to consolidated EBITDA of 6.75. The financial covenant applies only if the aggregate principal amount of borrowings under the New Revolving Facility and certain outstanding letters of credit exceed 35% of the total amount of commitments under the New Revolving Facility on the last day of any fiscal quarter. The financial covenant did not apply at December 31, 2020 and December 31, 2019.

New Senior Secured Credit Facilities

Borrowings under the New Senior Secured Credit Facilities bear interest at a rate per annum equal to an applicable margin over a LIBOR rate for the interest period relevant to such borrowing, subject to interest rate floors, and they are secured by substantially all of the Company's assets.

Other details of the New Senior Secured Credit Facilities:

- As required by the credit agreement, beginning June 30, 2020, the principal amount of the New Term Loan Facility is being paid down in equal quarterly installments in an aggregate annual amount equal to 1.00% of the original principal amount, with the balance being payable on February 8, 2026. Debt issuance costs of $62.1 million and discount of $50.6 million were recorded as a reduction of the carrying amount of the New Term Loan Facility and are being amortized over the term of the facility. The margin to LIBOR was 500 basis points initially. On February 10, 2020, an amendment was made to the credit agreement, specifically related to the New Term Loan Facility, which reduced the margin to LIBOR to 400 basis points. The maturity date for the New Term Loan Facility remains February 8, 2026 and no changes were made to the financial covenants or scheduled amortization. Subsequent to the IPO transaction, the spread was further reduced by 25 basis points to 375 basis points. The interest rates associated with the outstanding balances of the New Term Loan Facility at December 31, 2020 and December 31, 2019 were 3.898% and 6.792%, respectively. In connection with the term loan repricing, we incurred $0.8 million of third-party fees and

wrote off $6.2 million of deferred debt issuance costs and discount related to changes in syndicated lenders. Both were recorded within “Other income (expense)-net” for the year ended December 31, 2020.

- The margin to LIBOR for borrowings under the New Revolving Facility was 350 basis points initially. Subsequent to the IPO transaction, the spread was reduced by 25 basis points to 325 basis points, subject to a ratio-based pricing grid.

- The New Repatriation Bridge Facility matured on February 7, 2020. Debt issuance costs of $1.5 million were recorded as a reduction of the carrying amount of the New Repatriation Bridge Facility and were amortized over the term of the New Repatriation Bridge Facility. The margin to LIBOR was 350 basis points. The interest rate associated with the Repatriation Bridge Facility at December 31, 2019 was 5.292%. The outstanding balance of the New Repatriation Bridge Facility was fully repaid in February 2020.

New Senior Notes

The New Senior Secured Notes and the New Senior Unsecured Notes may be redeemed at our option, in whole or in part, following specified events and on specified redemption dates and at the redemption prices specified in the indenture governing the New Senior Secured Notes and the New Senior Unsecured Notes.

The scheduled maturities and interest payments for our total debt outstanding as of December 31, 2020, plus the draw down of the $300 million Incremental Term Loan on January 8, 2021 discussed above, are as follows:

	2021	2022	2023	2024	2025	Thereafter	Total
Principal	$ 28.3	$ 28.3	$ 28.3	$ 28.3	$ 28.3	$ 3,539.5	$ 3,681.0
Interest	181.1	183.0	181.9	180.7	179.6	109.0	1,015.3
Total Debt	$ 209.4	$ 211.3	$ 210.2	$ 209.0	$ 207.9	$ 3,648.5	$ 4,696.3

Retired Predecessor Debt

In connection with the Take-Private Transaction, we repaid in full all outstanding indebtedness under the Predecessor Term Loan Facility and Revolving Credit Facility and funded the redemption and discharge of the Predecessor senior notes, inclusive of a make-whole payment of $25.1 million, which was considered in our determination of the acquisition date fair value of the Predecessor senior notes as part of purchase accounting. The transactions were accounted for as a debt extinguishment in accordance with ASC 470-50, "Debt—Modifications and Extinguishments." The payoff of the Predecessor debt was a condition of the closing of Successor debt financing. Total unamortized debt issuance costs and discount of $6.6 million related to the Predecessor Term Loan Facility and Revolving Credit Facility were allocated zero value as part of purchase accounting. The weighted average interest rate associated with the outstanding balances related to the Predecessor Revolving Credit Facility prior to retirement as of February 7, 2019 was 3.66% and as of December 31, 2018 was 3.72%. The interest rate associated with the outstanding balances related to the Predecessor Term Loan Facility prior to retirement as of February 7, 2019 was 4.00% and as of December 31, 2018 was 4.01%.

Other

We were contingently liable under open standby letters of credit and bank guarantees issued by our banks in favor of third parties totaling $5.9 million at December 31, 2020 and $1.0 million at December 31, 2019 (Successor).

On April 20, 2018, we entered into three-year interest rate swaps with an aggregate notional amount of $300 million in year 1, $214 million in year 2 and $129 million in year 3. The objective of the swaps is to mitigate the variation of future cash flows from changes in the floating interest rates on our existing debt. See Note 13 to our consolidated financial statements.

Note 7 — Leases

Effective January 1, 2019, we adopted Topic 842. We recognized $91.9 million and $112.9 million of existing operating leases as right of use assets and lease liabilities effective January 1, 2019.

The right of use assets and lease liabilities included in our balance sheet are as follows:

	December 31, 2020	December 31, 2019
Right of use assets included in other non-current assets	$ 72.9	$ 87.9
Short-term operating lease liabilities included in other accrued and current liabilities	$ 23.3	$ 22.4
Long-term operating lease liabilities included in other non-current liabilities	68.4	71.2
Total operating lease liabilities	$ 91.7	$ 93.6

We recognized $12.9 million for both right of use assets and lease liabilities related to new operating leases for the year ended December 31, 2020.

The operating lease cost, supplemental cash flow and other information, and maturity analysis for leases is as follows:

	Successor		Predecessor
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019
Operating lease costs	$ 27.5	$ 24.6	$ 2.8
Variable lease costs	3.6	3.9	1.0
Short-term lease costs	0.4	0.2	—
Sublease income	(0.8)	(0.7)	(0.1)
Total lease costs	$ 30.7	$ 28.0	$ 3.7

We recorded impairment charge of $14.8 million for the year ended December 31, 2020, primarily as a result of our decision to shift our workforce model to working remotely in the United States and certain international markets.

Cash paid for operating leases is included in operating cash flows and was $28.1 million, $23.7 million and $5.9 million for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor) and for the period from January 1, 2019 to February 7, 2019 (Predecessor), respectively.

Rent expense under operating leases (cancelable and non-cancelable) was $32.9 million for the year ended 2018 (Predecessor).

The maturity analysis for operating lease liabilities is as follows:

	December 31, 2020
2021	$ 27.7
2022	24.0
2023	15.3
2024	10.9
2025	9.5
Thereafter	17.5
Undiscounted cash flows	104.9
Less imputed interest	13.2
Total operating lease liabilities	$ 91.7

Other supplemental information on remaining lease term and discount rate is as follows:

	December 31, 2020	December 31, 2019
Weighted average remaining lease term (in years)	5.0	5.0
Weighted average discount rate	5.5 %	5.9 %

Note 8 -- Contingencies

In the ordinary course of business, we are involved in various pending and threatened litigation and regulatory matters related to our operations, such as claims brought by our clients in connection with commercial disputes, defamation claims by subjects of our reporting, and employment claims made by our current or former employees, some of which include claims for punitive or exemplary damages. Our ordinary course litigation may also include class action lawsuits, which make allegations related to various aspects of our business. From time to time, we are also subject to regulatory investigations or other proceedings by state and federal regulatory authorities, some of which take the form of civil investigative demands or subpoenas. Some of these regulatory inquiries may result in the assessment of fines for violations of regulations or settlements with such authorities requiring a variety of remedies. We believe that none of these actions depart from customary litigation or regulatory inquiries incidental to our business.

We review lawsuits and other legal and regulatory matters (collectively "legal proceedings") on an ongoing basis when making accrual and disclosure decisions. When assessing reasonably possible and probable outcomes, management bases its decision on its assessment of the ultimate outcome assuming all appeals have been exhausted. For legal proceedings where it has been determined that a loss is both probable and reasonably estimable, a liability based on known facts and which represents our best estimate has been recorded. Actual losses may materially differ from the amounts recorded and the ultimate outcome of our pending cases is generally not yet determinable.

While some of these matters could be material to our operating results or cash flows for any particular period if an unfavorable outcome results, at present we do not believe the ultimate resolution of currently pending legal proceedings, either individually or in the aggregate, will have a material adverse effect on our financial condition.

Ellis v. Dun and Bradstreet, U.S. District Court for the Central District of California

On December 6, 2018, the Company was served with a complaint, captioned Dr. Jonathan C. Ellis v. Dun and Bradstreet, Inc. (the “Complaint”). The Complaint alleged that in or about April 2018, the Dun & Bradstreet report on Doheny Endosurgical Center, which is owned by the plaintiff, was updated to incorrectly include a reference to a Dr. Jonathon Ellis, who was charged with criminal activity relating to a minor. The Complaint contained two causes of action, libel per se and false light invasion of privacy, and sought compensatory and punitive damages. The parties reached a settlement in September 2020 and the case has been dismissed with prejudice.

Federal Trade Commission Investigation

On April 10, 2018, the Federal Trade Commission (the "FTC") issued a Civil Investigative Demand ("CID") to Dun & Bradstreet, Inc. ("D&B Inc.," a wholly-owned subsidiary of the Company) related to an investigation by the FTC into potential violations of Section 5 of the Federal Trade Commission Act (the "FTC Act"), primarily concerning our credit managing and monitoring products such as CreditBuilder. D&B Inc. completed its response to the CID in November 2018. On May 28, 2019, the FTC staff informed D&B Inc. that it believes that certain of D&B's practices violated Section 5 of the FTC Act, and informed D&B that it had been given authority by the FTC's Bureau of Consumer Protection to engage in consent negotiations. Following discussions between the Company and the FTC staff, on September 9, 2019, the FTC issued a second CID seeking additional information, data and documents. We have completed our response to the second CID. In a letter dated March 2, 2020, the FTC staff identified areas of interest related to the CIDs and we completed our responses to the letter on April 7, 2020. On April 20, 2020, the FTC and D&B Inc. entered a tolling agreement with respect to potential claims related to the subject matter of the investigation. On February 23, 2021, the FTC staff provided D&B Inc. with a draft complaint and consent order outlining its allegations and the forms of relief sought, and advised that it has been given authority to engage in consent negotiations for 30 days until March 25, 2021.

At this time, the Company is unable to predict the final outcome of the FTC investigation and the terms of any potential final consent order due, among other things, to the current stage of the matter and the fact that it raises difficult factual and legal issues and is subject to many uncertainties and complexities. As a result, we are unable to make an estimate of a reasonably possible settlement or other resolution of the matters that are the subject of the FTC CID. Accordingly, there can be no assurance that we will not incur costs in the future related to the settlement or resolution of the CID that would be material, including but not limited to settlements, damages, fines or penalties, and legal costs, or be subject to other remedies. Therefore, it is reasonably possible that any settlement or other resolution of this matter could become material to the consolidated financial statements.

In addition, in the normal course of business, and including without limitation, our merger and acquisition activities, strategic relationships and financing transactions, the Company indemnifies other parties, including clients, lessors and parties to other transactions with the Company, with respect to certain matters. We have agreed to hold the other parties harmless against losses arising from a breach of representations or covenants, or arising out of other claims made against certain parties. These agreements may limit the time within which an indemnification claim can be made and the amount of the claim. The Company has also entered into indemnity obligations with its officers and directors.

Note 9 -- Income Taxes

Income (loss) before provision for income taxes consisted of:

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
U.S.	$ (398.1)	$ (811.5)	$ (131.7)	$ 229.8
Non-U.S	178.8	135.6	28.9	143.3
Income (loss) before provision for income taxes and equity in net income of affiliates	$ (219.3)	$ (675.9)	$ (102.8)	$ 373.1

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued
(Tabular dollar amounts, except share data and per share data, in millions)

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Current tax provision:				
U.S. Federal	$ (28.8)	$ (0.3)	$ (11.1)	$ (5.7)
State and local	7.4	1.6	(3.4)	1.0
Non-U.S.	28.6	15.8	4.8	23.5
Total current tax provision	$ 7.2	$ 17.1	$ (9.7)	$ 18.8
Deferred tax provision:				
U.S. Federal	$ (100.7)	$ (109.8)	$ (14.8)	$ 54.2
State and local	(16.9)	(23.5)	(3.0)	9.8
Non-U.S.	(0.1)	(2.0)	—	(1.2)
Total deferred tax provision	$ (117.7)	$ (135.3)	$ (17.8)	$ 62.8
Provision (benefit) for income taxes	$ (110.5)	$ (118.2)	$ (27.5)	$ 81.6

The following table summarizes the significant differences between the U.S. Federal statutory tax rate and our effective tax rate for financial statement purposes:

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Statutory tax rate	21.0 %	21.0 %	21.0 %	21.0 %
State and local taxes, net of U.S. Federal tax benefits	5.8	3.4	7.0	2.9
Nondeductible charges (1)	(1.2)	(3.7)	(1.4)	0.7
Change in fair value of make-whole derivative liability (2)	(3.1)	(5.4)	—	—
U.S. taxes on foreign income	(1.0)	(0.4)	(0.2)	0.8
Non-U.S. taxes	3.8	1.5	1.2	(1.1)
Valuation allowance (3)	(0.2)	4.0	—	(0.1)
Legacy transaction costs (4)	—	—	6.8	—
Interest	(0.2)	(0.1)	—	0.1
Tax credits and deductions	6.9	1.7	0.5	(2.7)
Tax impact of earnings repatriation (5)	—	—	—	3.8
Tax contingencies related to uncertain tax positions (4)	(0.8)	(0.4)	(8.2)	(0.2)
Impact of tax accounting method change (6)	—	—	—	(3.6)
GILTI tax	(8.5)	(4.4)	—	—
CARES Act (7)	26.4	—	—	—
Other	1.5	0.3	—	0.3
Effective tax rate	50.4 %	17.5 %	26.7 %	21.9 %

(1) The impact for 2020 reflects non-deductible transaction costs associated with our Initial Public Offering in July 2020. The impact for the 2019 Successor and Predecessor periods reflects non-deductible transaction costs associated with the Take-Private Transaction.

(2) The impact was due to the non-deductible mark to market expense for tax purposes. The change in fair value of make-whole derivative liability expense was associated with the make-whole provision liability for the Series A Preferred Stock.

(3) The impact for the recognition of deferred tax assets for net operating losses.

(4) The impact for the Predecessor period from January 1 to February 8, 2019 was primarily related to deductible legacy transaction costs incurred in predecessor historical periods.

(5) The impact was due to the mandatory one-time tax on undistributed earnings from our non-U.S. subsidiaries as a result of the enactment of the Tax Cuts and Jobs Act ("2017 Act") in December 2017, which included a provisional charge in 2017 and measurement period adjustments in 2018 to finalize the calculation consistent with the guidance in SAB 118.

(6) The impact was due to a U.S. tax accounting method change approved by the Internal Revenue Service in April 2018.

(7) The impact was due to the CARES Act which was signed into law on March 27, 2020. Among other provisions, the law provides that net operating losses arising in a tax year beginning in 2018, 2019, or 2020 can be carried back five years.

Income taxes paid were $122.1 million, $3.3 million, $29.9 million and $57.4 million for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor), the period from January 1 to December 31, 2019 (Successor), and the year ended December 31, 2018 (Predecessor), respectively. Income taxes refunded were $1.2 million, less than $0.1 million, $0.5 million and $2.3 million for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor), the period from January 1 to December 31, 2019 (Successor), and the year ended December 31, 2018 (Predecessor), respectively.

Deferred tax assets (liabilities) are comprised of the following:

	December 31,	
	2020	2019
Deferred tax assets:		
Operating losses	$ 63.2	$ 68.4
Interest expense carryforward	93.5	62.3
Restructuring costs	2.3	3.9
Bad debts	4.9	3.9
Accrued expenses	9.0	21.0
Capital loss and credit carryforwards	13.8	11.5
Foreign exchange	—	2.4
Pension and postretirement benefits	71.2	49.9
ASC 842 - Lease liability	17.6	17.1
Other	9.0	5.0
Total deferred tax assets	$ 284.5	$ 245.4
Valuation allowance	(35.8)	(33.1)
Net deferred tax assets	$ 248.7	$ 212.3
Deferred tax liabilities:		
Intangibles	$ (1,318.2)	$ (1,408.3)
Foreign exchange	(6.3)	—
Deferred revenue	—	(4.1)
ASC 842 - ROU asset	(15.2)	(20.5)
Other	—	(0.3)
Total deferred tax liabilities	$ (1,339.7)	$ (1,433.2)
Net deferred tax (liabilities) assets	$ (1,091.0)	$ (1,220.9)

On December 22, 2017, the Tax Cuts and Jobs Act (the “2017 Act”) was signed into law in the U.S. Among other significant changes, the 2017 Tax Act reduced the statutory federal income tax rate for U.S. corporate taxpayers from a maximum of 35 percent to 21 percent and required the deemed repatriation of foreign earnings not previously subject to U.S. taxation. As a result of the enactment of the 2017 Act, we no longer assert indefinite reinvestment for any historical unrepatriated earnings through December 31, 2017. We intend to reinvest indefinitely all earnings from our China and India subsidiaries earned after December 31, 2017 and therefore have not provided for deferred income and foreign withholding taxes related to these jurisdictions.

We have federal, state and local, and foreign tax loss carryforwards, the tax effect of which was $63.2 million as of December 31, 2020. Of the $63.2 million, $28.3 million have an indefinite carry-forward period with the remainder of $34.9 million expiring at various times between 2021 and 2040. Additionally, we have non-U.S. capital loss carryforwards. The associated tax effect was $10.0 million and $8.7 million as of December 31, 2020 and 2019, respectively.

We have established valuation allowances against certain U.S. state and non-U.S. net operating losses and capital loss carryforwards in the amounts of $35.2 million and $32.8 million as of December 31, 2020 and 2019, respectively. In our opinion, certain U.S. state and non-U.S. net operating losses and capital loss carryforwards are more likely than not to expire before we can utilize them.

We or one of our subsidiaries file income tax returns in the U.S. federal, and various state, local and foreign jurisdictions. In the U.S. federal jurisdiction, we are no longer subject to examination by the Internal Revenue Service (“IRS”) for years prior to 2017. In state and local jurisdictions, with a few exceptions, we are no longer subject to examinations by tax authorities for years prior to 2017. In foreign jurisdictions, with a few exceptions, we are no longer subject to examinations by tax authorities for years prior to 2014.

The following is a reconciliation of the gross unrecognized tax benefits:

Predecessor:		
Gross unrecognized tax benefits as of January 1, 2018	$	7.7
Additions for prior years’ tax positions		1.7
Additions for current year’s tax positions		0.9
Settlements with taxing authority		(1.8)
Reduction due to expired statute of limitations (1)		(3.1)
Gross unrecognized tax benefits as of December 31, 2018	$	5.4
Additions for current year’s tax positions		8.9
Gross unrecognized tax benefits as of February 7, 2019	$	14.3
Successor:		
Gross unrecognized tax benefits as of January 1, 2019	$	—
Impact of purchase accounting		14.3
Additions for current year’s tax positions		5.3
Settlements with taxing authority		(1.6)
Reduction in prior years’ tax positions		(0.1)
Reduction due to expired statute of limitations (2)		(0.8)
Gross unrecognized tax benefits as of December 31, 2019	$	17.1
Additions for current year’s tax positions		2.3
Increase in prior years’ tax positions		0.3
Reduction due to expired statute of limitations (3)		(0.8)
Gross unrecognized tax benefits as of December 31, 2020	$	18.9

(1) The decrease was primarily due to the release of reserves as a result of the expiration of the statute of limitations for the 2014 tax year.
(2) The decrease was primarily due to the release of reserves as a result of the expiration of the statute of limitations for the 2015 tax year.
(3) The decrease was primarily due to the release of reserves as a result of the expiration of the statute of limitations for the 2016 tax year.

The amount of gross unrecognized tax benefits of the $18.9 million that, if recognized, would impact the effective tax rate is $18.3 million, net of tax benefits.

We recognize accrued interest expense related to unrecognized tax benefits in the Provision (Benefit) for Income Taxes line in the consolidated statement of operations and comprehensive income (loss). The total amount of interest expense, net of tax benefits, recognized for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor), the period from January 1 to December 31, 2019 (Successor), and the year ended December 31, 2018 (Predecessor) was $0.6 million, $0.1 million, $0.3 million and $0.2 million, respectively. The total amount of accrued interest as of December 31, 2020 and 2019 was $0.7 million and $0.3 million, respectively.

Note 10 -- Pension and Postretirement Benefits

Through June 30, 2007, we offered coverage to substantially all of our U.S. based employees under a defined benefit plan called The Dun & Bradstreet Corporation Retirement Account ("U.S. Qualified Plan"). Prior to that time, the U.S. Qualified Plan covered active and retired employees. The benefits to be paid upon retirement were based on a percentage of the employee's annual compensation. The percentage of compensation allocated annually to a retirement account ranged from 3% to 12.5% based on age and years of service. Amounts allocated under the U.S. Qualified Plan receive interest credits based on the 30-year Treasury rate or equivalent rate published by the Internal Revenue Service. Pension costs are determined actuarially and are funded in accordance with the Internal Revenue Code.

Effective June 30, 2007, we amended the U.S. Qualified Plan. Any pension benefit that had been accrued through such date under the plan was "frozen" at its then current value and no additional benefits, other than interest on such amounts, will accrue under the U.S. Qualified Plan.

Our employees in certain of our international operations are also provided with retirement benefits through defined benefit plans, representing the remaining balance of our pension obligations.

Prior to February 7, 2019, we also maintained supplemental and excess plans in the United States ("U.S. Non-Qualified Plans") to provide additional retirement benefits to certain key employees of the Company. These plans were unfunded, pay-as-you-go plans. In connection with the Take-Private Transaction, a change in control was triggered for a portion of our U.S. Non-Qualified Plans upon the shareholder approval of the Take-Private Transaction on November 7, 2018 and a settlement payment of $190.5 million was made in January 2019. For the remainder of the U.S. Non-Qualified Plans, a change in control was triggered upon the close of the Take-Private Transaction on February 8, 2019 and a settlement payment of $105.9 million was made in March 2019, effectively settling our U.S. Non-Qualified Plan obligation.

Prior to January 1, 2019, we also provided various health care benefits for eligible retirees. Postretirement benefit costs and obligations are determined actuarially. The Company made multiple plan amendments since 2014 and as a result, effective January 1, 2019, the pre-65 health plan was terminated and the post-65 health plan is closed to new participants. In addition, we closed our retiree life insurance plan to new participants, effective January 1, 2019.

Certain of our non-U.S. based employees receive postretirement benefits through government-sponsored or administered programs.

We use an annual measurement date of December 31 for our U.S. and Canada plans and November 30 for all other non-U.S. plans.

Benefit Obligation and Plan Assets

The following table sets forth the changes in our benefit obligations and plan assets for our pension and postretirement plans. The table also presents the line items in the consolidated balance sheet where the related assets and liabilities are recorded:

	Pension Plans			Postretirement Benefit Obligations		
	Successor		Predecessor	Successor		Predecessor
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019
Change in Benefit Obligation:						
Benefit obligation at the beginning of the period	$ (1,762.4)	$ —	$ (1,897.2)	$ (2.0)	$ —	$ (5.3)
Take-Private Transaction assumed benefit obligation	—	(1,790.8)	—	—	(5.6)	—
Service cost	(1.7)	(1.4)	(0.3)	—	—	—
Interest cost	(42.2)	(46.7)	(6.8)	—	(0.1)	—
Benefits paid	86.6	187.6	198.9	0.8	0.7	0.1
Plan amendment	—	—	—	—	3.0	—
Settlement	7.5	—	—	—	—	—
Plan participant contributions	(0.1)	(0.2)	—	(0.1)	(0.1)	—
Actuarial (loss) gain	(162.5)	(111.2)	(80.5)	(0.3)	0.1	(0.4)
Effect of changes in foreign currency exchange rates	(11.1)	0.3	(4.9)	—	—	—
Benefit obligation at the end of the period	$ (1,885.9)	$ (1,762.4)	$ (1,790.8)	$ (1.6)	$ (2.0)	$ (5.6)
Change in Plan Assets:						
Fair value of plan assets at the beginning of the period	$ 1,572.9	$ —	$ 1,413.1	$ —	$ —	$ —
Take-Private Transaction acquired plan assets	—	1,477.3	—	—	—	—
Actual return on plan assets	109.6	169.5	67.3	—	—	—
Employer contributions	5.1	113.5	191.0	0.7	0.6	0.1
Plan participant contributions	0.1	0.2	—	0.1	0.1	—
Benefits paid	(86.6)	(187.6)	(198.9)	(0.8)	(0.7)	(0.1)
Settlement	(7.5)	—	—	—	—	—
Effect of changes in foreign currency exchange rates	10.5	—	4.8	—	—	—
Fair value of plan assets at the end of the period	$ 1,604.1	$ 1,572.9	$ 1,477.3	$ —	$ —	$ —
Net funded status of plan	$ (281.8)	$ (189.5)	$ (313.5)	$ (1.6)	$ (2.0)	$ (5.6)

	Pension Plans		Postretirement Benefit Obligations	
	December 31, 2020	December 31, 2019	December 31, 2020	December 31, 2019
Amounts recorded in the consolidated balance sheets:				
Prepaid pension costs	$ 4.3	$ 9.9	$ —	$ —
Short-term pension and postretirement benefits	(0.4)	(0.3)	(0.2)	(0.4)
Long-term pension and postretirement benefits	(285.7)	(199.1)	(1.4)	(1.6)
Net amount recognized	$ (281.8)	$ (189.5)	$ (1.6)	$ (2.0)
Accumulated benefit obligation	$ 1,878.7	$ 1,755.8	N/A	N/A
Amount recognized in accumulated other comprehensive loss consists of:				
Actuarial loss (gain)	$ 164.2	$ 24.3	$ 0.2	$ (0.2)
Prior service cost (credit)	0.5	—	(2.6)	(3.1)
Total amount recognized - pretax	$ 164.7	$ 24.3	$ (2.4)	$ (3.3)

The above actuarial loss (gain) and prior service cost and credit represent the cumulative effect of demographic, investment experience and plan amendment, as well as assumption changes that have been made in measuring the plans' liabilities. In connection with the Take-Private Transaction, we have remeasured our global pension and postretirement plans on February 8, 2019 in accordance with the guidance within ASC 805, "Business Combinations" and ASC 715, "Compensation - Retirement Benefits," to recognize as part of the Take-Private Transaction an asset or a liability representing the funded status of each of the plans. The unrecognized actuarial losses or gains and unrecognized prior service credits were set to zero as of February 8, 2019 as a result of purchase accounting.

In addition, we provide retirement benefits to certain former executives. At December 31, 2020 and 2019, the associated obligations were $6.9 million and $6.1 million, respectively, of which $6.3 million and $5.9 million, respectively, were also reflected within "Long-term pension and postretirement benefits."

The actuarial gain or loss, to the extent it exceeds the greater of 10% of the projected benefit obligation or market-related value of plan assets, will be amortized into expense each year on a straight-line and plan-by-plan basis, over the remaining expected future working lifetime of active participants or the average remaining life expectancy of the participants if all or almost all of the plan participants are inactive. Currently, the amortization periods range from six to 21 years for the U.S. pension and postretirement plans and six to 31 years for the non-U.S. plans. For our U.S. Qualified Plan and for certain of our non-U.S. plans, the amortization periods are the average life expectancy of all plan participants. This is as a result of almost all plan participants being deemed inactive.

For the year ended December 31, 2020 (Successor) significant changes in the pension projected benefit obligation include an actuarial loss of $162.5 million of which approximately $167 million loss was attributable to the change in discount rates, approximately $12 million gain resulting from the updates to the assumed cash balance conversion interest rates for our U.S. plan and approximately $11 million gain due to the change in mortality assumptions.

For the period from January 1, 2019 to December 31, 2019 (Successor), significant changes in the pension projected benefit obligation include an actuarial loss of $111.2 million of which approximately $151 million loss was attributable to the change in discount rates, approximately $43 million gain due to a change in the mortality assumption from RP-2014 projected generationally with MP-2018 to PRI-2012 projected generationally with MP-2019, approximately $19 million gain attributable the updates to the assumed cash balance conversion interest rates and the cash balance interest crediting rate and approximately

$17 million loss due to a change assumed benefit commencement rates for terminated vested participants made as a result of an experience study.

For the period from January 1, 2019 to February 7, 2019 (Predecessor), significant changes in the pension projected benefit obligation include an actuarial loss of $80.5 million, of which approximately $53 million loss attributable to the change in discount rates, approximately $22 million loss attributable to assumption changes required by the change in control provision in connection with the Take-Private Transaction and approximately $10 million gain attributable to the updates to the assumed cash balance conversion interest rates and the cash balance interest crediting rate.

Underfunded or Unfunded Accumulated Benefit Obligations

At December 31, 2020 and December 31, 2019, our underfunded or unfunded accumulated benefit obligation and the related projected benefit obligation were as follows:

	2020	2019
Accumulated benefit obligation	$ 1,852.3	$ 1,437.9
Fair value of plan assets	1,572.2	1,240.0
Unfunded accumulated benefit obligation	$ 280.1	$ 197.9
Projected benefit obligation	$ 1,858.2	$ 1,439.5

The underfunded or unfunded accumulated benefit obligations at December 31, 2020 consisted of $268.7 million and $11.4 million related to our U.S. Qualified Plan and non-U.S. defined benefit plans, respectively.

The underfunded or unfunded accumulated benefit obligations at December 31, 2019 consisted of $190.4 million and $7.5 million related to our U.S. Qualified Plan and non-U.S. defined benefit plans, respectively.

Net Periodic Pension Cost

The following table sets forth the components of the net periodic cost (income) associated with our pension plans and our postretirement benefit obligations:

	Pension Plans				Postretirement Benefit Obligations			
	Successor		Predecessor		Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Components of net periodic cost (income):								
Service cost	$ 1.7	$ 1.4	$ 0.3	$ 3.7	$ —	$ —	$ —	$ 0.5
Interest cost	42.2	46.7	6.8	57.2	—	0.1	—	0.3
Expected return on plan assets	(87.7)	(82.7)	(10.6)	(96.4)	—	—	—	—
Amortization of Prior Service Cost (Credit)	—	—	—	0.2	(0.4)	—	(0.1)	(0.3)
Recognized actuarial loss (gain)	—	—	4.0	42.5	—	—	(0.1)	(1.5)
Net periodic cost (income)	$ (43.8)	$ (34.6)	$ 0.5	$ 7.2	$ (0.4)	$ 0.1	$ (0.2)	$ (1.0)

We incurred settlement charges of $0.6 million, $85.8 million and $0.4 million for the year ended December 31, 2020 (Successor), for the period from January 1, 2019 to February 7, 2019 (Predecessor) and for the year ended December 31, 2018 (Predecessor), respectively. Settlement charges for the period from January 1, 2019 to February 7, 2019 (Predecessor) was due to the settlement of a portion of our U.S. Non-Qualified plans triggered by the shareholder approval of the Take-Private Transaction.

The following table sets forth other changes in plan assets and benefit obligations recognized in Other Comprehensive Income (Loss):

	Pension Plans				Postretirement Benefit Obligations			
	Successor		Predecessor		Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Other changes in plan assets and benefit obligations recognized in other comprehensive income (loss)								
Actuarial (loss) gain arising during the year, before tax benefit (expense) of $34.6 and $6.1 for the year ended December 31, 2020 and period from February 8 to December 31, 2019, respectively, and $15.7 in 2018 (1)	$ (139.9)	$ (24.3)	$ —	$ (71.7)	$ (0.4)	$ 0.2	$ —	$ (0.1)
Prior service credit (cost) arising during the year, before tax benefit (expense) of $0.1 and $(0.8) for the year ended December 31, 2020 and period from February 8 to December 31, 2019, respectively, and $(1.2) in 2018 (1)	$ (0.5)	$ —	$ —	$ (4.0)	$ (0.1)	$ 3.1	$ —	$ 9.8
Less:								
Amortization of actuarial (loss) gain, before tax benefit (expense) of $(22.2) for the period from January 1 to February 7, 2019, and $(9.0) in 2018 (2)	$ —	$ —	$ (87.7)	$ (42.5)	$ —	$ —	$ 0.1	$ 1.5
Amortization of prior service (cost) credit, before tax benefit (expense) of $(0.1) for the year ended December 31, 2020	$ —	$ —	$ —	$ (0.2)	$ 0.4	$ —	$ 0.1	$ 0.3

(1) In connection with the Take-Private Transaction, we have remeasured our global pension and postretirement plans on February 8, 2019 in accordance with the guidance within ASC 805 and ASC 715 to recognize as part of the transaction an asset or a liability representing the funded status of each of the plans. The unrecognized actuarial losses or gains were set to zero as of February 8, 2019 as a result of purchase accounting.

(2) For the period from January 1 to February 7, 2019, amortization of actuarial loss included the impact of the settlement charge related to the U.S. Non-Qualified plans.

We apply the long-term expected rate of return assumption to the market-related value of assets to calculate the expected return on plan assets, which is a major component of our annual net periodic pension expense. The market-related value of assets recognizes short-term fluctuations in the fair value of assets over a period of five years, using a straight-line amortization basis. The methodology has been utilized to reduce the effect of short-term market fluctuations on the net periodic pension cost.

Since the market-related value of assets recognizes gains or losses over a five-year period, the future value of assets will be impacted as previously deferred gains or losses are amortized.

Assumptions

The following table sets forth the significant weighted-average assumptions we used to determine the projected benefit obligation and the periodic benefit cost:

	Pension Plans				Postretirement Benefit Obligations			
	Successor		Predecessor		Successor		Predecessor	
	Year ended December 31, 2020	**Period from January 1 to December 31, 2019**	**Period from January 1 to February 7, 2019**	**Year ended December 31, 2018**	**Year ended December 31, 2020**	**Period from January 1 to December 31, 2019**	**Period from January 1 to February 7, 2019**	**Year ended December 31, 2018**
Discount rate for determining projected benefit obligation at December 31	2.00 %	2.79 %	3.57 %	3.86 %	1.20 %	2.35 %	3.64 %	3.88 %
Discount rate in effect for determining service cost	2.11 %	3.11 %	3.16 %	2.99 %	N/A	N/A	N/A	3.15 %
Discount rate in effect for determining interest cost	2.48 %	3.29 %	3.51 %	2.90 %	2.10 %	3.25 %	3.52 %	2.85 %
Weighted average expected long-term return on plan assets	6.19 %	6.72 %	6.56 %	6.72 %	N/A	N/A	N/A	N/A
Rate of compensation increase for determining projected benefit obligation at December 31	3.00 %	3.00 %	3.00 %	2.99 %	N/A	N/A	N/A	N/A
Rate of compensation increase for determining net pension cost	3.00 %	3.07 %	3.04 %	6.10 %	N/A	N/A	N/A	N/A

The expected long-term rate of return assumption was 6.50% for 2020 and 7.00% for each of 2019 and 2018 for the U.S. Qualified Plan, our principal pension plan. This assumption is based on the plan’s target asset allocation. The expected long-term rate of return assumption reflects long-term capital market return forecasts for the asset classes employed, assumed excess returns from active management within each asset class, the portion of plan assets that are actively managed, and periodic rebalancing back to target allocations. Current market factors such as inflation and interest rates are evaluated before the long-term capital market assumptions are determined. In addition, peer data and historical returns are reviewed to check for reasonableness. Although we review our expected long-term rate of return assumption annually, our plan performance in any one particular year does not, by itself, significantly influence our evaluation. Our assumption is generally not revised unless there is a fundamental change in one of the factors upon which it is based, such as the target asset allocation or long-term capital market return forecasts.

We use discount rates to measure the present value of pension plan obligations and postretirement health care obligations at year-end, as well as, to calculate next year’s pension income or cost. It is derived by using a yield curve approach which matches projected plan benefit payment streams with bond portfolios reflecting actual liability duration unique to the plans. The rate is adjusted at each remeasurement date, based on the factors noted above. We measure service and interest costs by applying the specific spot rates along that yield curve to the plans’ liability cash flows (“Spot Rate Approach”). We believe the

approach provides a more precise measurement of service and interest costs by improving the correlation between projected benefit cash flows and their corresponding spot rates on the yield curve.

For the mortality assumption we used PRI 2012 mortality table ("PRI-2012") for our U.S. plans at December 31, 2020 and 2019, together with mortality improvement projection scales MP-2020 and MP-2019, respectively.

Plan Assets (U.S. Qualified Plan and non-U.S. pension plans)

The investment objective for our principal plan, the U.S. Qualified Plan, is to achieve over the investment horizon a long-term total return, which at least matches our expected long-term rate of return assumption while maintaining a prudent level of portfolio risk. We emphasize long-term growth of principal while avoiding excessive risk so as to use plan asset returns to help finance pension obligations, thus improving our plan's funded status. We predominantly invest in assets that can be sold readily and efficiently to ensure our ability to reasonably meet expected cash flow requirements.

We define our primary risk concern to be the plan's funded status volatility and to a lesser extent total plan return volatility. Understanding that risk is present in all types of assets and investment styles, we acknowledge that some risk is necessary to produce long-term investment results that are sufficient to meet the plan's objectives. However, we monitor and ensure that the investment strategies we employ make reasonable efforts to maximize returns while controlling for risk parameters.

Investment risk is also controlled through diversification among multiple asset classes, managers, investment styles and periodic rebalancing toward asset allocation targets. Risk is further controlled at the investment strategy level by requiring underlying managers to follow formal written investment guidelines which enumerate eligible securities, maximum portfolio concentration limits, excess return and tracking error targets as well as other relevant portfolio constraints. Investment results and risk are measured and monitored on an ongoing basis and quarterly investment reviews are conducted.

The plan assets are primarily invested in funds offered and managed by Aon Hewitt Investment Consulting.

Our plan assets are currently invested mainly in funds overseen by our delegated manager using manager of manager funds which are a combination of both active and passive (indexed) investment strategies. The plan's return seeking assets include equity securities that are diversified across U.S. and non-U.S. stocks, including emerging market equities, in order to further reduce risk at the total plan level. Additional diversification in return seeking assets is achieved by using multi-asset credit, real estate and hedge fund of funds strategies.

A portion of the plan assets are invested in a liability hedging portfolio to reduce funded status volatility and reduce overall risk for the plan. The portfolio uses manager of manager funds that are diversified principally among securities issued or guaranteed by the U.S. government or its agencies, mortgage-backed securities, including collateralized mortgage obligations, corporate debt obligations and dollar-denominated obligations issued in the U.S. by non-U.S. banks and corporations.

We have formally identified the primary objective for each asset class within our plan. U.S. equities are held for their long-term capital appreciation and dividend income, which is expected to exceed the rate of inflation. Non-U.S. equities are held for their long-term capital appreciation, as well as diversification relative to U.S. equities and other asset classes. Multi-asset credit, real estate and hedge fund of funds further diversifies the return-seeking assets with reduced correlation due to different return expectations and flows. These diversifying asset classes also provide a hedge against unexpected inflation. Liability hedging assets are held to reduce overall plan volatility and as a source of current income. Additionally, they are designed to provide a hedge relative to the interest rate sensitivity of the plan's liabilities. Cash is held only to meet liquidity requirements.

Investment Valuation

Our pension plan assets are measured at fair value in accordance with ASC 820, "Fair Value Measurement and Disclosures." ASC 820 defines fair value and establishes a framework for measuring fair value under current accounting pronouncements. See Note 1 to our consolidated financial statements for further detail on fair value measurement.

The following is a description of the valuation methodologies used for the investments measured at fair value, including the general classification of such investments pursuant to the valuation hierarchy.

A financial instrument's level or categorization within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Aon Hewitt Collective Trust Investment Funds

Aon Hewitt Collective Trust Funds are offered under the Aon Hewitt Collective Trust and their units are valued at the reported Net Asset Value ("NAV"). Some Funds are within Level 1 of the valuation hierarchy as the NAV is determined and published daily and are the basis for current transactions, while other Funds do not publish a daily NAV, therefore, are excluded from the fair value hierarchy.

- Equity funds' investment objectives are to achieve long-term growth of capital by investing diversified portfolio of primarily U.S. and non-U.S. equity securities and approximate as closely as practicable the total return of the S&P 500® and global stock indices.
- Fixed income funds' investment objectives are to seek current income and capital appreciation by investing in a diversified portfolio of domestic and foreign debt securities, government obligations and bond funds with various durations.
- Real estate funds' investment objective is to achieve a return by investing primarily in securities of U.S. and foreign real estate investment trusts, real estate operating companies and other companies that principally engaged in the real estate industry or derive at least 50% of their revenues or earnings owning, operating, developing and /or managing real estate.

Aon Alternative Investment Funds

These investments are valued at the reported NAV; however, these investments do not publish a daily NAV, therefore, are excluded from the fair value hierarchy.

The Aon Private Credit Opportunities Fund is established as a fund-of-funds for investors seeking exposure to a diversified portfolio of private credit investments by allocating to a select pool of United States and European-based private credit funds.

The Aon Liquid Alternatives Fund LTD Class A seeks to generate consistent long-term capital appreciation, it is also concerned with preservation of capital. The Fund diversifies its holdings among a number of Managers that collectively implement a range of alternative investment strategies.

The Aon Opportunistic Alternatives SP Shareholder Summary Class A's investment objective is to generate attractive returns over a full market cycle by investing in a range of alternative investment opportunities with sources of return that have a low correlation to the broader financial markets, while also seeking to preserve capital under the direction of the Investment Manager.

The Aon Opportunistic Credit Portfolio SP is a segregated portfolio of Aon Alternatives Fund SPC, a Cayman Islands exempted company registered as a segregated portfolio company. The Portfolio's investment objective is to seek to generate attractive returns by investing in a range of credit opportunities.

Aon Hewitt Group Trust Funds

All Aon Hewitt Collective Trust Funds are offered under the Aon Hewitt Collective Trust and their units are valued at the reported NAV. They are within Level 1 of the valuation hierarchy as the NAV is determined and published daily, and are the basis for current transactions of the units based on the published NAV. During 2020 the assets in the Aon Hewitt Group Trust Funds were transferred to Aon Hewitt Collective Trust Investment Funds.

- Equity funds' investment objectives are to achieve long-term growth of capital by investing diversified portfolio of primarily U.S. and non-U.S. equity securities and approximate as closely as practicable the total return of the S&P 500® and global stock indices.
- Fixed income funds' investment objectives are to seek current income and capital appreciation by investing in a diversified portfolio of domestic and foreign debt securities, government obligations and bond funds with various durations.
- Real estate funds' investment objective is to achieve high total return, consisting of capital appreciation and current income.

Short-Term Investment Funds (STIF)

These investments include cash, bank notes, corporate notes, government bills and various short-term debt instruments. The investment objective is to provide safety of principal and daily liquidity by investing in high quality money market instruments. They are valued at the reported NAV and within Level 1 of the valuation hierarchy as the NAV is determined and published daily, and are the basis for current transactions of the units based on the published NAV.

The Venture Capital Fund

The Fund is structured as a conventional, private venture capital firm. The Fund will target investments that are in early-stage technology companies. The Fund expects to invest in seed stage development companies, principally in the software and technology-enabled businesses sector. It is classified as other investments measured at the NAV and is excluded from the fair value hierarchy.

The U.S. Qualified Plan has an additional unfunded commitment of $0.3 million to the Equity Fund included in the Aon Hewitt Collective Trust Investment Funds at December 31, 2020, and $19.9 million and $0.9 million to the Venture Capital Funds at December 31, 2020 and 2019, respectively.

There were no transfers among the levels of the fair value hierarchy during the years ended December 31, 2020 and 2019.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the plan assets at fair value as of December 31, 2020 (Successor):

Asset category	Quoted Prices in Active Markets for Identical Assets (Level I)	Significant Other Observable Inputs (Level II)	Significant Unobservable Inputs (Level III)	Total
Short-term investment funds	$ 21.2	$ —	$ —	$ 21.2
Aon Hewitt Collective Trust Investment Funds:				
Equity funds	$ 448.5	$ —	$ —	$ 448.5
Fixed income funds	475.3	—	—	475.3
Real estate funds	6.8	—	—	6.8
Total Aon Hewitt Collective Trust Investment Funds	$ 930.6	$ —	$ —	$ 930.6
Total	$ 951.8	$ —	$ —	$ 951.8
Other Investments Measured at Net Asset Value				
Aon Hewitt Collective Investment Trust Funds				$ 147.5
Aon Alternative Investment Funds:				
Fixed income funds				137.3
Venture Capital Fund				4.7
Other Non-U.S. commingled equity and fixed income				362.9
Total other investments measured at net asset value				$ 504.9
Total investments at fair value				$ 1,604.2

The following table sets forth by level, within the fair value hierarchy, the plan assets at fair value as of December 31, 2019 (Successor):

Asset category	Quoted Prices in Active Markets for Identical Assets (Level I)	Significant Other Observable Inputs (Level II)	Significant Unobservable Inputs (Level III)	Total
Short-Term investment funds	$ 16.1	$ —	$ —	$ 16.1
Aon Hewitt Collective Trust Funds:				
Equity funds	$ 450.8	$ —	$ —	$ 450.8
Fixed income funds	565.4	—	—	565.4
Real estate funds	76.1	—	—	76.1
Total Aon Hewitt Trust Funds	$ 1,092.3	$ —	$ —	$ 1,092.3
Total	$ 1,108.4	$ —	$ —	$ 1,108.4
Other Investments Measured at Net Asset Value				
Aon Alternative Investment Funds:				
Fixed income funds				$ 127.4
Venture Capital Fund				3.9
Other Non-U.S. commingled equity and fixed income				333.2
Total other investments measured at net asset value				$ 464.5
Total investments at fair value				$ 1,572.9

Allocations

We employ a total return investment approach in which a mix of equity, debt and alternative (e.g., real estate) investments is used to achieve a competitive long-term rate of return on plan assets at a prudent level of risk. Our weighted average plan target asset allocation is 61% return-seeking assets (range of 50% to 70%) and 39% liability-hedging assets (range of 30% to 50%).

The following table sets forth the weighted average asset allocations and target asset allocations by asset category, as of the measurement dates of the plans:

	Asset Allocations		Target Asset Allocations	
	December 31, 2020	December 31, 2019	December 31, 2020	December 31, 2019
Return-Seeking assets	58 %	59 %	56 %	56 %
Liability-Hedging assets	42 %	41 %	44 %	44 %
Total	100 %	100 %	100 %	100 %

Contributions and Benefit Payments

We expect to contribute $2.3 million to our non-U.S. pension plans and $0.3 million to our postretirement benefit plan in 2021. We did not make contributions in 2020 and do not expect to make any required contributions to the U.S. Qualified Plan

in 2021 for the 2020 plan year based on the minimum funding requirements as defined in the Pension Protection Act of 2006 as amended. Final funding requirements for 2020 will be determined based on our January 2021 funding actuarial valuation.

The following table summarizes expected benefit payments from our pension plans and postretirement plans through 2030. Actual benefit payments may differ from expected benefit payments. These amounts are net of expected plan participant contributions:

	Pension Plans	Postretirement Benefit Plans
2021	$ 96.0	$ 0.3
2022	$ 97.4	$ 0.2
2023	$ 99.3	$ 0.2
2024	$ 100.3	$ 0.2
2025	$ 101.1	$ 0.2
2026 - 2030	$ 510.2	$ 0.6

Health Care Benefits

The following table presents healthcare trend assumptions used to determine the year end benefit obligation:

	2020	2019
Medical (1)	5.3 %	5.3 %
Prescription drug (1)	8.5 %	8.0 %

(1) The rates are assumed to decrease to 5.0% in 2026 and remain at that level thereafter.

401(k) Plan

We have a 401(k) Plan covering substantially all U.S. employees that provides for employee salary deferral contribution and employer contributions. Employees may contribute up to 50% of their pay on a pre-tax basis subject to IRS limitations. In addition, employees with age 50 or older are allowed to contribute additional pre-tax “catch-up” contributions. In addition, the Company matches up to 50% of seven percent (7%) of a team member’s eligible compensation, subject to certain 401(k) Plan limitations.

We had expense associated with our 401(k) Plan of $10.6 million, $9.4 million, $1.2 million, and $11.0 million for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor) and the year ended December 31, 2018 (Predecessor), respectively.

Note 11 -- Stock Based Compensation

The following tables set forth the components of our stock-based compensation and expected tax benefit for years ended 2020, 2019 and 2018 related to the plans in effect during the respective year:

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Stock-based compensation expense:				
Restricted stock and restricted stock units	$ 3.1	$ —	$ 11.7	$ 9.6
Stock options	23.0	—	—	—
Incentive units	19.0	11.7	—	—
Employee stock purchase plan ("ESPP")	—	—	—	1.2
Total compensation expense	$ 45.1	$ 11.7	$ 11.7	$ 10.8

In connection with the Take-Private Transaction on February 8, 2019, all outstanding stock options and restricted stock units, whether vested or unvested, were cancelled and converted into the right to receive $145 in cash per share, less any applicable exercise price. As a result, an expense of $10.4 million was included in the Predecessor's net earnings for the period from January 1, 2019 to February 7, 2019 in connection with the acceleration of the vesting of the outstanding grants. In addition, we recorded $56.3 million related to incentive units granted to certain investors for the period from January 1 to December 31, 2019 (Successor). See further discussion below.

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Expected tax benefit:				
Restricted stock and restricted stock units	$ 0.5	$ —	$ —	$ 2.3
Stock options	5.9	—	—	—
Total compensation expense	$ 6.4	$ —	$ —	$ 2.3

2020 Omnibus Incentive Plan

In connection with the IPO completed on July 6, 2020, we adopted the Dun & Bradstreet 2020 Omnibus Incentive Plan (the "Plan"). Under the Plan, we are authorized to issue up to 40,000,000 shares of the Company's common stock in the form of stock-based awards, such as, but not limited to, restricted stock, restricted stock units ("RSUs") and stock options. As of December 31, 2020, a total of 31,647,101 shares of our common stock were available for future grants under the Plan.

The following table summarizes the restricted stock, restricted stock units and stock options granted in 2020:

Date	Number of shares granted	Grant date fair value per share	Vesting period (in years)	Vesting Criteria
Restricted Stock & RSU's: (1)				
August 12, 2020	75,378	$25.87	1.0	Service
August 12, 2020	220,335	$25.87	2.6	Service
August 12, 2020	205,546	$25.87	1.7	Service
November 6, 2020	184,672	$26.13	3.0	Service
November 9, 2020	9,568	$25.88	3.0	Service
December 1, 2020	7,400	$27.03	3.0	Service
Stock Options:				
June 30, 2020 (2)	4,160,000	$4.80	0.0	N/A
June 30, 2020 (3)	3,840,000	$5.19	3.0	Service

(1) Employee awards generally vest ratably over three years and director awards vest 100% after one year.

(2) Awards were granted in connection with the IPO and fully vested at time of grant. See Note 19, "Related Parties" for further discussion.

(3) Awards vest ratably over three years in annual installments, commencing on the first anniversary of the grant date.

The following tables summarize the restricted stock, RSU's and stock options activity in 2020:

	Restricted Stock & RSU's			
	Number of Shares	**Weighted-Average Grant Date Fair Value**	**Weighted Average Remaining Contractual Term (in years)**	**Aggregate Intrinsic Value (in millions)**
Balances, January 1, 2020	—	$—		
Granted (4)	702,899	$25.95		
Forfeited	—	$—		
Vested	—	$—		
Balances, December 31, 2020	702,899	$25.95	1.3	$17.5

(4) Included in the RSU's granted during the period is the conversion of 205,546 phantom units.

	Stock Options			
	Number of Options	**Weighted-Average Exercise price**	**Weighted Average Remaining Contractual Term (in years)**	**Aggregate Intrinsic Value (in millions)**
Balances, January 1, 2020	—	$—		
Granted	8,000,000	$22.00		
Forfeited	(350,000)	$22.00		
Vested	—	$—		
Balances, December 31, 2020	7,650,000	$22.00	6.5	$22.2
Expected to vest as of December 31, 2020	3,490,000	$22.00	6.5	$10.1
Exercisable as of December 31, 2020	4,160,000	$22.00	6.5	$12.1

As of December 31, 2020, total unrecognized compensation cost related to non-vested restricted shares was $13.0 million, which is expected to be recognized over a weighted average period of 2.0 years. As of December 31, 2020, total unrecognized compensation cost related to stock options was $15.1 million, which is expected to be recognized over a weighted average period of 2.5 years.

We accounted for stock-based compensation based on grant date fair value. For restricted stock, grant date fair value was based on the closing price of our stock on the date of grant. For stock options, we estimated the grant date fair value using the Black-Scholes valuation model. The assumptions for the Black-Scholes valuation model related to stock options granted during the year ended December 31, 2020 are set forth in the following table:

Weighted Average Assumptions	
Expected Stock Price Volatility	28 %
Expected Dividend Yield	0.0 %
Expected Life of Option (in years)	3.98
Risk-Free Interest Rate	0.23 %
Black Scholes Value	$4.99
Exercise Price	$22.00

Expected stock price volatility was derived from the historical volatility of companies in our peer group. The risk-free interest rate assumption corresponds to the time to liquidity assumption and is based on the U.S. Treasury yield curve in effect at the time.

Employee Stock Purchase Plan ("ESPP")

Effective December 2020, we adopted the Dun & Bradstreet Holdings, Inc. Employee Stock Purchase Plan that allows eligible employees to voluntarily make after-tax contributions ranging from 3% to 15% of eligible earnings. The Company contributes varying matching amounts to employees, as specified in the plan document, after a one year holding period. During the holding period, ESPP purchased shares are not eligible for sale or broker transfer. No purchases were made under this program during 2020. The first purchases for this program will begin in January 2021.

Incentive Units Program

Subsequent to the closing of the Take-Private Transaction, the Star Parent, L.P.'s long-term incentive plans were authorized to issue up to 19,629.25045 Class C incentive units ("profits interest") or phantom units to eligible key employees, directors and consultants of The Dun & Bradstreet Corporation. At December 31, 2019 (Successor), 18,443.42000 incentive units and 249.10000 phantom units were issued and outstanding. These units vest ratably over a three-year period and once vested are not subject to expiration. The terms of these units provided the opportunity for the grantees to participate in the future value of Dun & Bradstreet in excess of its grant date fair value, but only to the extent that the required payments to the other classes of units had been met. We account for these units in accordance with ASC 718, "Compensation—Stock Compensation" and ASU No. 2018-07. Compensation expense is recognized ratably over the three-year vesting period.

In addition, the Company issued 6,817.74280 Class B units and 15,867.80780 Class C units to certain investors, which vested immediately. We recognized an expense of $56.3 million related to these incentive units during the period from January 1, 2019 to December 31, 2019 (Successor).

The following table sets forth the profits interest units granted subsequent to the Take-Private Transaction during the 2019 Successor period:

Units Granted During Quarter Ended	Number of Units Granted	Weighted Average Exercise Price	Weighted Average Fair Value of Underlying Share	Weighted Average Fair Value Per Unit
March 31, 2019	32,987.0078	$10,329.70	$10,000.00	$2,449.59
June 30, 2019	1,726.5100	$10,329.70	$10,000.00	$2,366.59
September 30, 2019	74.7300	$10,329.70	$10,000.00	$2,198.20
December 31, 2019	198.0500	$10,329.70	$10,000.00	$2,140.61
Total	34,986.2978			$2,443.21

The fair value of the underlying shares was determined contemporaneously with the grants.

We determined that the incentive units are equity-classified awards and the compensation expense for these units was calculated by estimating the fair value of each unit at the date of grant. The fair value of each incentive unit was calculated on

the date of grant using the Black-Scholes option valuation model. The Company's stock was not publicly traded when these units were granted. We did not have a history of market prices for the common stock. Thus, estimating grant date fair value required us to make assumptions including stock price, expected time to liquidity, expected volatility and discount for lack of marketability, etc. The weighted average assumptions used to estimate fair value for grants made under the Successor equity-based award program are summarized as follows:

	Class B Units	Class C Units
Expected Stock Price Volatility	43.9 %	43.9 %
Risk-free interest rate	2.43 %	2.40 %
Time to liquidity (in years)	3.5	3.4
Expected dividend yield	—	—
Fair Value of units	$3,480	$3,332
Discount for lack of marketability	27 %	28 %
Adjusted fair value of units	$2,540	$2,443

We had determined that the phantom units were liability-classified awards and the initial compensation expense was calculated based on the same grant date fair value applied to the incentive units. We reassessed the fair value of the phantom units and adjusted expense accordingly. The amount associated with these phantom grants was immaterial at December 31, 2019.

In connection with the IPO, we converted the 18,245.79 outstanding profits interests of Star Parent, L.P. into 15,055,564 common units of Star Parent, L.P. The common units retain the original time-based vesting schedule and are subject to the same forfeiture terms. Upon settlement, each common unit will be converted into a share of common stock of the Company. The fair value of the common units was not greater than the fair value of the Star Parent, L.P. profits interests immediately prior to the conversion; therefore, no additional compensation expense was recognized. We accelerated the vesting of 1,342,909 common units, held by one of our directors, incurring an acceleration charge of $3.4 million during the year ended December 31, 2020. Subsequent to the IPO, 260,357 unvested common units were forfeited.

As of December 31, 2020, there were 14,795,207 common units outstanding, of which 9,730,550 remained unvested. These unvested common units have a total unrecognized compensation cost of $15.0 million, which is expected to be recognized over a weighted average period of 1.5 years.

Predecessor Programs

Under our Predecessor's stock incentive plans certain employees and non-employee directors received stock-based awards, such as, but not limited to, restricted stock units, restricted stock and stock options. We also had an ESPP that allowed all eligible employees to purchase shares of our common stock at a discount. See further discussion below included in "Employee Stock Purchase Plan."

Restricted Stock Units

Our Predecessor's restricted stock unit programs included both performance-based awards and service-based awards. The performance-based awards had either a market condition or a performance condition. All awards generally contained a service-based condition. The compensation expense for our performance-based awards was recognized on a graded-vesting basis over the requisite service period. The expense for the performance-based awards with market conditions was recognized regardless of whether the market condition was satisfied, provided that the requisite service had been met. The expense for the performance-based awards with performance conditions was initially recognized assuming that the target level of performance would be achieved. Each reporting period we assessed the probability of achieving the performance targets and if necessary adjusted the compensation expense based on this assessment. Final compensation expense recognized would ultimately depend on the actual number of shares earned against the performance condition as well as fulfillment of the requisite service condition.

The expense for the awards earned based solely on the fulfillment of the service-based condition was recognized on a straight-line basis over the requisite service periods.

Performance-based Restricted Stock Units

Prior to 2019, certain employees were granted target awards for restricted stock units that provided for payouts ranging from 0% to 200% of the target awards based on performance against one of the following:

- the Company's stock price appreciation or depreciation over a one year, two year and three year performance period;
- the Company's three-year total shareholder return ("TSR") performance relative to the Standard & Poor's 500 companies; or
- the Company's three-year revenue compounded annual growth rate.

These performance-based Restricted Stock Units were not entitled to received dividend equivalents.

For awards based on the Company's stock price appreciation, we have calculated the fair value on the date of grant using a Monte Carlo simulation model, as these awards contained a market condition. The following table sets forth the weighted average assumptions:

	2018
Expected Stock Price Volatility	24 %
Expected dividend yield	1.7 %
Expected term (in years)	3.0
Risk-free interest rate	2.33 %
Fair value of RSUs granted	$141.44

Expected stock price volatility was based on a blend of historical volatility and, when available, implied volatility. The expected dividend yield assumption was determined by dividing our most recent quarterly dividend payment by the average of the stock price from the three months preceding the grant date. The result was then annualized and compounded. Expected term was based on the period from the date of grant through the end of the performance evaluation period. The risk-free interest rate was based on the U.S. Treasury yield curve in effect at the time of grant.

For awards based on the Company's three-year TSR performance relative to Standard & Poor's 500 companies, we have calculated the fair value on the date of grant using a Monte Carlo simulation model, as these awards contained a market condition. The following table sets forth the weighted average assumptions:

	2018
Expected Stock Price Volatility	25 %
Expected dividend yield	1.7 %
Expected term (in years)	2.8
Risk-free interest rate	2.32 %
Fair value of RSUs granted	$171.93

Expected stock price volatility was based on historical volatility. The expected dividend yield assumption was determined by dividing the most recent quarterly dividend payment by the average of the stock price from the three months preceding the grant date. The result was then annualized and compounded. Expected term was based on the period from the date of grant through the end of the performance evaluation period. The risk-free interest rate was based on the U.S. Treasury yield curve in effect at the time of grant.

For the awards based on the Company's three-year revenue compounded annual growth rate, as these awards contained a performance condition, the fair value was calculated by using the average of the high and low prices of our common stock on the date of grant.

Certain employees were provided an annual opportunity to receive an award of restricted stock units after the conclusion of the performance year. As these awards were based on the same internal performance goals used in the annual cash incentive plan, they were considered to have a performance condition and the fair value was calculated by using the average of the high and low prices of our common stock on the date of grant. The restricted stock units earned from the restricted stock opportunity were entitled to dividend equivalents, payable only if and when the underlying restricted stock unit vests.

Changes in our nonvested performance-based restricted stock units for the period from January 1, 2019 to February 7, 2019 are summarized as follows:

	Shares	Weighted Average Grant-Date Fair Value Per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Performance-based Restricted Stock Units:				
Nonvested Shares at December 31, 2018	143,236	$122.11	1.3	$20.4
Granted	—	—		
Adjustment For Shares Earned Against Target (1)	5,727	$0.00		
Vested	—	—		
Forfeited	(869)	$129.33		
Shares at February 7, 2019 (2)	148,094	$122.07		$21.5

(1) Represents share adjustment as a result of final and expected performance against specified performance targets.

(2) Options were exchanged for rights to receive $145 per share, less applicable exercise price, on February 8, 2019 upon the consummation of the Take-Private Transaction.

Total unrecognized compensation expense related to nonvested performance-based restricted stock units at February 7, 2019 was $5.7 million. This expense was accelerated and recognized at the time of the Take-Private Transaction. The weighted average grant date fair value per share of the performance based restricted stock units granted during the year ended December 31, 2018 (Predecessor) was $143.63.

Service-based Restricted Stock Units

Prior to 2019, the Company issued grants of restricted stock units to certain employees. These grants generally vested over a three to five-year period on a graded vesting basis. In addition, our non-employee directors received grants of restricted stock units as part of their annual equity retainer. These grants normally vested about one year from date of grant.

For the service-based restricted stock units, the fair value was calculated by using the average of the high and low prices of our common stock on the date of grant. The service-based restricted stock units were entitled to dividend equivalents, payable only if and when the underlying restricted stock units vest.

Changes in our nonvested service-based restricted stock units for the period from January 1, 2019 to February 7, 2019 are summarized as follows:

	Shares	Weighted Average Grant-Date Fair Value Per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Service-based Restricted Stock Units:				
Nonvested Shares at December 31, 2018	122,757	$111.74	1.1	$17.5
Granted	—			
Vested	(1,253)	$117.91		
Dividend equivalent rights	4,692			
Forfeited	(869)	$121.65		
Nonvested Shares at February 7, 2019 (1)	125,327	$112.86	1.0	$18.2

(1) Shares were exchanged for rights to receive $145 per share on February 8, 2019 upon the consummation of the Take-Private Transaction.

Total unrecognized compensation expense related to nonvested service-based restricted stock units at February 7, 2019 was $4.6 million. This expense was recognized at the time of the Take-Private Transaction. The weighted average grant date fair value per share of the service-based restricted stock units granted during the year ended December 31, 2018 (Predecessor) was $123.54.

The total fair value of all restricted stock units vesting during the period from January 1, 2019 to February 7, 2019 and for the year ended December 31, 2018 was $39.8 million and $19.8 million, respectively. The expected tax benefit associated with the tax deduction from the vesting of restricted stock units totaled $9.5 million and $4.8 million for the period from January 1, 2019 to February 7, 2019 and the year ended December 31, 2018, respectively.

Stock Option Programs

The fair value of each stock option award was calculated on the date of grant using the Black-Scholes option valuation model that used the following assumptions:

An expected stock price volatility that was derived from the historical volatility of our common stock. An expected dividend yield that was determined by dividing the anticipated annual dividend payment by the stock price on the date of grant. The expected term was derived by using a midpoint scenario which combined our historical exercise data with hypothetical exercise data for our unexercised stock options. The risk-free interest rate corresponded to the expected term and was based on the U.S. Treasury yield curve in effect at the time of grant.

Changes in stock options for the period from January 1, 2019 to February 7, 2019 are summarized as follows:

	Shares	Weighted Average Grant-Date Fair Value Per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Stock Options:				
Outstanding at December 31, 2018	55,174	$84.15	3.2	$3.2
Granted	—	—		
Exercised	—	—		
Forfeited or expired	—	—		
Outstanding at February 7, 2019	55,174	$84.15	3.1	$3.4
Exercisable at February 7, 2019 (1)	55,174	$84.15	3.1	$3.4

(1) Options were exchanged for rights to receive $145 per share, less applicable exercise price, on February 8, 2019 upon the consummation of the Take-Private Transaction.

Stock options outstanding at December 31, 2018 were originally granted during the years 2008 through 2015 and were exercisable over periods ending no later than 2025. At December 31, 2018, stock options for 55,174 shares of our common stock were exercisable.

The total intrinsic value of stock options exercised during the year ended December 31, 2018 was $0.6 million. Cash received from the exercise of Dun & Bradstreet stock options for the year ended December 31, 2018 was $0.7 million. The expected tax benefit associated with the tax deduction from the exercise of stock options totaled $0.1 million for the year ended December 31, 2018.

As of December 31, 2018, there was no unrecognized compensation expense as all of our outstanding stock options were fully vested.

Employee Stock Purchase Plan

Under the Predecessor ESPP, employees could acquire shares of our common stock at semi-annual intervals at a 15% discount and subject to certain limitations set forth in the 2015 ESPP. The purchase price was 85% of the lower of the average of the high and low prices or our Predecessor's common stock (i) on the first trading day of the offering period or (ii) on the purchase date. Under the 2015 ESPP, we sold 53,785 shares to employees for the year ended December 31, 2018.

Expense for ESPP was based on the fair value of the first day of the offering period which was calculated using the Black-Scholes option valuation model that used the weighted average assumptions in the following table:

	2018
Expected Stock Price Volatility	22 %
Expected dividend yield	1.8 %
Expected term (in years)	0.5
Risk-free interest rate	1.96 %
Fair value of options granted	$24.25

Expected stock price volatility assumption was derived from the historical volatility of our Predecessor's common stock. The expected dividend yield assumption was determined by dividing the anticipated annual dividend payment by the stock price on the date of grant. The expected term assumption was equal to the six-month offering period. The risk-free interest rate assumption corresponded to the expected term assumption of the option and was based on the U.S. Treasury yield curve in effect at the time of grant. Cash received from employees participating in the ESPP for the year ended December 31, 2018 was $5.3 million.

Note 12 -- Earnings (Loss) Per Share

Basic earnings (loss) per share is computed by dividing net income (loss) for the period by the weighted-average number of common shares outstanding during the period.

In periods when we report net income, diluted earnings per share is calculated by dividing net income by the weighted average number of common shares outstanding during the period plus the dilutive effect of our outstanding stock incentive awards. For periods when we report a net loss, diluted earnings per share is equal to basic earnings per share, as the impact of our outstanding stock incentive awards is considered to be antidilutive.

The following table sets forth the computation of basic and diluted earnings (loss) per share:

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (175.6)	$ (674.0)	$ (75.6)	$ 288.1
Weighted average number of shares outstanding-basic	367.1	314.5	37.2	37.1
Weighted average number of shares outstanding-diluted	367.1	314.5	37.2	37.3
Earnings (loss) per share of common stock:				
Basic	$ (0.48)	$ (2.14)	$ (2.04)	$ 7.76
Diluted	$ (0.48)	$ (2.14)	$ (2.04)	$ 7.72

Below is a reconciliation of our Successor common stock issued and outstanding:

Common shares issued and outstanding as of January 1, 2019	314,494,968
Shares issued	—
Common shares issued and outstanding as of December 31, 2019	314,494,968
Shares issued in connection with IPO and private placement	108,506,312
Issuance of restricted stock awards	416,851
Common shares issued as of December 31, 2020	423,418,131
Less: treasury shares	465,903
Common shares outstanding as of December 31, 2020	422,952,228

Note 13 -- Financial Instruments

We employ established policies and procedures to manage our exposure to changes in interest rates and foreign currencies. We use foreign exchange forward and option contracts to hedge certain short-term foreign currency denominated loans and third-party and intercompany transactions. We may also use foreign exchange forward contracts to hedge our net investments in our foreign subsidiaries. In addition, we may use interest rate derivatives to hedge a portion of the interest rate exposure on our outstanding debt or in anticipation of a future debt issuance, as discussed under “Interest Rate Risk Management” below.

We do not use derivative financial instruments for trading or speculative purposes. If a hedging instrument is not designated as a hedge or ceases to qualify as a hedge in accordance with hedge accounting guidelines, any subsequent gains and losses are recognized currently in income. Collateral is generally not required for these types of instruments.

By their nature, all such instruments involve risk, including the credit risk of non-performance by counterparties. However, at December 31, 2020 and December 31, 2019, there was no significant risk of loss in the event of non-

performance of the counterparties to these financial instruments. We control our exposure to credit risk through monitoring procedures and by selection of reputable counterparties.

Our trade receivables do not represent a significant concentration of credit risk at December 31, 2020 and December 31, 2019, because we sell to a large number of clients in different geographical locations and industries.

Interest Rate Risk Management

Our objective in managing our exposure to interest rates is to limit the impact of interest rate changes on our earnings, cash flows and financial position, and to lower our overall borrowing costs. To achieve these objectives, we maintain a practice that floating-rate debt be managed within a minimum and maximum range of our total debt exposure. To manage our exposure and limit volatility, we may use fixed-rate debt, floating-rate debt and/or interest rate swaps. We recognize all derivative instruments as either assets or liabilities at fair value in the consolidated balance sheet.

We use interest rate swaps to manage the impact of interest rate changes on our earnings. Under the swap agreements, we make monthly payments based on the fixed interest rate and receive monthly payments based on the floating rate. The objective of the swaps is to mitigate the variation of future cash flows from changes in the floating interest rates on our existing debt. For further detail of our debt, see Note 6. The swaps are designated and accounted for as cash flow hedges. Changes in the fair value of the hedging instruments are recorded in Other Comprehensive Income (Loss) and reclassified to earnings in the same line item associated with the hedged item when the hedged item impacts earnings.

The notional amount of the interest rate swap was $129.0 million at December 31, 2020 and $214.0 million at December 31, 2019.

Foreign Exchange Risk Management

Our objective in managing exposure to foreign currency fluctuations is to reduce the volatility caused by foreign exchange rate changes on the earnings, cash flows and financial position of our international operations. From time to time, we follow a practice of hedging certain balance sheet positions denominated in currencies other than the functional currency applicable to each of our various subsidiaries. In addition, we are subject to foreign exchange risk associated with our international earnings and net investments in our foreign subsidiaries. We may use short-term, foreign exchange forward and, from time to time, option contracts to execute our hedging strategies. Typically, these contracts have maturities of 12 months or less. These contracts are denominated primarily in the British pound sterling, the Euro, the Singapore dollar and the Hong Kong dollar. The gains and losses on the forward contracts associated with our balance sheet positions are recorded in “Other Income (Expense) – Net” in the consolidated statements of operations and comprehensive income (loss) and are essentially offset by the losses and gains on the underlying foreign currency transactions. Our foreign exchange forward contracts are not designated as hedging instruments under authoritative guidance.

In prior years, to decrease earnings volatility, we hedged substantially all our intercompany balance positions denominated in a currency other than the functional currency applicable to each of our various subsidiaries with short-term, foreign exchange forward contracts. Beginning in the third quarter of 2019, certain balance sheet positions were no longer being hedged in order to reduce the volatility of cash flows required to settle these forward contracts. However, starting in the third quarter of 2020, we resumed our practice of hedging substantially all our intercompany balance positions. The underlying transactions and the corresponding foreign exchange forward contracts are marked to market at the end of each quarter and the fair value impacts are reflected within “Non-operating income (expense) – net” in the consolidated financial statements. In addition, in connection with the acquisition of the Bisnode, we entered into a zero-cost foreign currency collar in November 2020, with a notional amount of SEK 4.8 billion to reduce our foreign currency exposure. Unrealized gain associated with the instrument was $23.5 million at December 31, 2020. We settled the collar on January 8, 2021 with a gain of $21 million upon the close of the Bisnode transaction.

As of December 31, 2020 and December 31, 2019, the notional amounts of our foreign exchange contracts were $229.2 million and $152.0 million, respectively. Realized gains and losses associated with these contracts were $18.5 million and $11.5 million, respectively, for the year ended December 31, 2020 (Successor); $16.5 million and $24.4 million, respectively, for the period from January 1 to December 31, 2019 (Successor); and $17.0 million and $24.0 million, respectively, for the year ended December 31, 2018 (Predecessor). Unrealized gains and losses associated with these contracts were $2.5 million and $1.0 million, respectively, at December 31, 2020 (Successor); $1.6 million and $2.6 million, respectively, at December 31, 2019 (Successor); and $0.9 million and $0.5 million, respectively, at December 31, 2018 (Predecessor).

Fair Values of Derivative Instruments in the Consolidated Balance Sheets

	Asset Derivatives				Liability Derivatives			
	December 31, 2020		December 31, 2019		December 31, 2020		December 31, 2019	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments								
Interest rate contracts	Other Current Assets	$ —	Other Current Assets	$ —	Other Accrued & Current Liabilities	$ 1.0	Other Accrued & Current Liabilities	$ 1.9
Total Derivatives designated as hedging instruments		$ —		$ —		$ 1.0		$ 1.9
Derivatives not designated as hedging instruments								
Make-whole derivative liability	Other Current Assets	$ —	Other Current Assets	$ —	Make-whole derivative liability	$ —	Make-whole derivative liability	$ 172.4
Foreign exchange collar	Other Current Assets	23.5	Other Current Assets	$ —				
Foreign exchange forward contracts	Other Current Assets	2.5	Other Current Assets	1.6	Other Accrued & Current Liabilities	1.0	Other Accrued & Current Liabilities	2.6
Total derivatives not designated as hedging instruments		$ 26.0		$ 1.6		$ 1.0		$ 175.0
Total Derivatives		$ 26.0		$ 1.6		$ 2.0		$ 176.9

The Effect of Derivative Instruments on the Consolidated Statement of Operations and Comprehensive Income (Loss)

	Amount of Gain or (Loss) Recognized in OCI on Derivative			
	Successor		Predecessor	
Derivatives in Cash Flow Hedging Relationships	**Year ended December 31, 2020**	**Period from January 1 to December 31, 2019**	**Period from January 1 to February 7, 2019**	**Year ended December 31, 2018**
Interest Contracts	$ 0.9	$ (1.6)	$ —	$ (0.4)

Location of Gain or (Loss) Reclassified from Accumulated OCI Into Income	Amount of Gain or (Loss) Reclassified from Accumulated OCI Into Income			
	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Interest Expense	$ (2.8)	$ (0.7)	$ —	$ (0.9)

Location of Gain or (Loss) Recognized in Income on Derivative	Amount of Gain or (Loss) Recognized in Income on Derivative			
	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Interest Expense	$ (2.8)	$ (0.7)	$ —	$ (0.9)

Derivatives Not Designated as Hedging Instruments	Location of Gain or (Loss) Recognized in Income on Derivatives	Amount of Gain (Loss) Recognized in Income on Derivatives			
		Successor		Predecessor	
		Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Make-whole derivative liability	Non-Operating Income (Expenses) – Net	$ (32.8)	$ (172.4)	$ —	$ —
Foreign exchange collar	Non-Operating Income (Expenses) – Net	$ 23.5	$ —	$ —	$ —
Foreign exchange forward contracts	Non-Operating Income (Expenses) – Net	$ 9.5	$ (11.1)	$ 1.8	$ (6.0)

Fair Value of Financial Instruments

Our financial assets and liabilities that are reflected in the consolidated financial statements include derivative financial instruments, cash and cash equivalents, accounts receivable, other receivables, accounts payable, short-term borrowings and long-term borrowings.

The following table summarizes fair value measurements by level at December 31, 2020 for assets and liabilities measured at fair value on a recurring basis:

	Quoted Prices in Active Markets for Identical Assets (Level I)	Significant Other Observable Inputs (Level II)	Significant Unobservable Inputs (Level III)	Balance at December 31, 2020
Assets:				
Cash equivalents (1)	$ 212.3	$ —	$ —	$ 212.3
Other current assets:				
Foreign exchange forwards (2)	$ —	$ 2.5	$ —	$ 2.5
Foreign exchange collar (5)	$ —	$ 23.5	$ —	$ 23.5
Other accrued and current liabilities:				
Foreign exchange forwards (2)	$ —	$ 1.0	$ —	$ 1.0
Swap arrangements (3)	$ —	$ 1.0	$ —	$ 1.0

The following table summarizes fair value measurements by level at December 31, 2019 for assets and liabilities measured at fair value on a recurring basis:

	Quoted Prices in Active Markets for Identical Assets (Level I)	Significant Other Observable Inputs (Level II)	Significant Unobservable Inputs (Level III)	Balance at December 31, 2019
Assets:				
Cash equivalents (1)	$ 4.1	$ —	$ —	$ 4.1
Other current assets:				
Foreign exchange forwards (2)	$ —	$ 1.6	$ —	$ 1.6
Liabilities:				
Other accrued and current liabilities:				
Foreign exchange forwards (2)	$ —	$ 2.6	$ —	$ 2.6
Swap arrangements (3)	$ —	$ 1.9	$ —	$ 1.9
Make-whole derivative liability (4)	$ —	$ —	$ 172.4	$ 172.4

(1) The carrying value of cash equivalents represents fair value as they consist of highly liquid investments with an initial term from the date of purchase by the Company to maturity of three months or less.
(2) Primarily represents foreign currency forward contracts. Fair value is determined based on observable market data and considers a factor for nonperformance in the valuation.
(3) Represents interest rate swap agreements. Fair value is determined based on observable market data.
(4) Represents estimated fair value related to the make-whole provision associated with the Series A Preferred Stock based on level III market data.
(5) Represents foreign currency collar entered in connection with the acquisition of Bisnode. Fair value is determined based on observable market data.

There were no transfers between Levels I and II or transfers in or transfers out of Level III in the fair value hierarchy for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), and the period from January 1, 2019 to February 7, 2019 (Predecessor).

At December 31, 2020 and December 31, 2019, the fair value of cash and cash equivalents, accounts receivable, other receivables and accounts payable approximated carrying value due to the short-term nature of these instruments. The estimated fair values of other financial instruments subject to fair value disclosures, determined based on valuation models using discounted cash flow methodologies with market data inputs from globally recognized data providers and third-party quotes from major financial institutions (categorized as Level II in the fair value hierarchy), are as follows:

	Balance at			
	December 31, 2020		December 31, 2019	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Short-term and Long-term Debt (1)	$ 847.2	$ 1,056.1	$ 1,469.1	$ 1,811.8
New Term Loan Facility (2)	$ 2,433.9	$ 2,476.2	$ 2,431.7	$ 2,456.3

(1) Includes New Senior Notes (long-term) at December 31, 2020 and New Senior Notes (long-term) and New Repatriation Bridge Facility (short-term) at December 31, 2019.

(2) Includes short-term and long-term portions of the New Term Loan Facility.

Items Measured at Fair Value on a Nonrecurring Basis

In addition to assets and liabilities that are recorded at fair value on a recurring basis, we record assets and liabilities at fair value on a nonrecurring basis as required by GAAP. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges and for acquisition accounting in accordance with the guidance in ASC 805 "Business Combinations."

Note 14 -- Accumulated Other Comprehensive Income (Loss)

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive income (loss) ("AOCI"):

	Foreign Currency Translation Adjustments	Defined Benefit Pension Plans	Derivative Financial Instruments	Total
Predecessor:				
Balance, December 31, 2018	$ (235.5)	$ (818.3)	$ (0.3)	$ (1,054.1)
Other comprehensive income (loss) before reclassifications	5.7	62.6	(0.1)	68.2
Amounts reclassified from accumulated other comprehensive loss, net of tax	—	2.8	—	2.8
Balance, February 7, 2019	$ (229.8)	$ (752.9)	$ (0.4)	$ (983.1)
Successor:				
Balance, January 1, 2019	$ —	$ —	$ —	$ —
Other comprehensive income (loss) before reclassifications	(6.6)	(15.8)	(1.6)	(24.0)
Amounts reclassified from accumulated other comprehensive loss, net of tax	—	—	0.5	0.5
Balance, December 31, 2019	$ (6.6)	$ (15.8)	$ (1.1)	$ (23.5)
Other comprehensive income (loss) before reclassifications	23.3	(106.2)	(1.4)	(84.3)
Amounts reclassified from accumulated other comprehensive loss, net of tax	—	(0.3)	2.1	1.8
Balance, December 31, 2020	$ 16.7	$ (122.3)	$ (0.4)	$ (106.0)

The following table summarizes the reclassifications out of AOCI:

Details About Accumulated Other Comprehensive Income (Loss) Components	Affected Line Item in the Statement Where Net Income (Loss) is Presented	Successor		Predecessor	
		Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Defined Benefit Pension Plans:					
Amortization of prior service costs	Other Income (Expense)- Net	$ (0.4)	$ —	$ (0.1)	$ —
Amortization of actuarial gain/loss	Other Income (Expense) - Net	—	—	3.9	40.9
Derivative Financial Instruments:					
Interest contracts	Interest Expense	2.8	0.7	—	0.9
Total before tax		2.4	0.7	3.8	41.8
Tax benefit (expense)		(0.6)	(0.2)	(1.0)	(9.4)
Total after tax		1.8	0.5	2.8	32.4
Total reclassifications for the period, net of tax		$ 1.8	$ 0.5	$ 2.8	$ 32.4

Note 15 -- Take-Private Transaction

On August 8, 2018, Dun & Bradstreet entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Parent and Merger Sub. On February 8, 2019, pursuant to the terms of the Merger Agreement, Merger Sub merged with and into Dun & Bradstreet with Dun & Bradstreet continuing as the surviving corporation. Investors of Merger Sub believe that Dun & Bradstreet’s strong market position and financial performance can be further reinforced by executing additional growth initiatives and implementing cost saving initiatives.

The Take-Private Transaction was funded through $3,076.8 million of cash from the issuance of common and preferred shares, as well as $4,043.0 million borrowings from notes issuance and Credit Facilities (see Note 6 for further discussion). The net proceeds were used to (i) finance the consummation of the Take-Private Transaction, (ii) repay in full all outstanding indebtedness under Dun & Bradstreet’s then-existing credit facilities, (iii) fund the redemption of all Dun & Bradstreet’s then-existing senior notes and (iv) pay related fees, costs, premiums and expenses in connection with these transactions.

Upon the close of the Take-Private Transaction, each share of common stock of Dun & Bradstreet, formerly publicly-traded under the symbol of “DNB”, was cancelled and converted into the right to receive $145.00 in cash, without interest and subject to any applicable withholding taxes. In addition, each then-outstanding stock option and restricted stock units of Dun & Bradstreet, whether vested or unvested, was cancelled and converted into the right to receive $145.00 in cash, less applicable exercise price, without interest.

On February 8, 2019, as required by the related change in control provision in the following agreements, the Company repaid in full the outstanding borrowings under the then-existing Revolving Five-Year Credit Agreement and the Term Loan Credit Agreement, both dated as of June 19, 2018. In addition, on February 8, 2019, notices of full redemption with respect to the Company’s (i) 4.00% Senior Notes due 2020 (the “2020 Notes”), in an aggregate principal amount of $300 million, and (ii) 4.37% Senior Notes due 2022 (the “2022 Notes” and, together with the 2020 Notes, the “Existing Notes”), in an aggregate principal amount of $300 million, were delivered to the respective holders thereof, notifying those holders of the redemption of the entire outstanding aggregate principal amount of each series of Existing Notes on March 10, 2019.

The merger was accounted for in accordance with ASC 805, and the Company was determined to be the accounting acquiror.

The Take-Private Transaction was valued at $6,068.7 million of which $5,431.2 million was paid to acquire Dun & Bradstreet’s common stock, including stock options and restricted stock units, based on $145.00 per share and $637.5 million was paid to extinguish the then-existing debt on and following the Take-Private Transaction closing date. Assets and liabilities were recorded at the estimated fair value at the Take-Private Transaction closing date.

Transaction costs incurred by the Predecessor of $52.0 million were included in selling and administrative expenses of Predecessor’s results of operations for the period from January 1, 2019 to February 7, 2019. Transaction costs of $147.4 million incurred by Merger Sub were included in selling and administrative expenses of Successor’s results of operations for the period from January 1, 2019 to March 31, 2019. Successor’s accumulated deficit as of December 31, 2018 includes approximately $13 million related to Merger Sub’s transaction costs incurred in 2018.

The table below reflects the purchase price related to the acquisition and the resulting purchase allocation:

	Weighted Average Amortization Period (years)	Initial Purchase Price Allocation	Measurement Period Adjustments	Purchase Price Allocation at December 31, 2019
Cash		$ 117.7	$ —	$ 117.7
Accounts receivable		267.8	(1.7)	266.1
Other current assets		46.8	(0.4)	46.4
Total current assets		432.3	(2.1)	430.2
Intangible assets:				
Customer relationships	16.9	2,589.0	(200.5)	2,388.5
Partnership agreements	14.3	—	230.3	230.3
Computer software	7.8	376.0	—	376.0
Database	17	1,769.0	(47.0)	1,722.0
Trademark	Indefinite	1,200.8	75.0	1,275.8
Goodwill		2,797.6	(10.0)	2,787.6
Property, plant & equipment		30.3	—	30.3
Right of use asset		103.9	7.4	111.3
Other		34.4	(0.1)	34.3
Total assets acquired		$ 9,333.3	$ 53.0	$ 9,386.3
Accounts payable		$ 74.2	$ —	$ 74.2
Deferred revenue		398.4	(0.6)	397.8
Accrued liabilities		240.1	(2.3)	237.8
Short-term pension and other accrued benefits		106.0	—	106.0
Other current liabilities		41.1	4.7	45.8
Total current liabilities		859.8	1.8	861.6
Long-term pension and postretirement obligations		213.6	7.4	221.0
Deferred tax liability		1,388.3	(7.7)	1,380.6
Long-term debt		625.1	—	625.1
Other liabilities		161.0	8.0	169.0
Total liabilities assumed		3,247.8	9.5	3,257.3
Non-controlling interest		16.8	43.5	60.3
Less: debt repayment		637.5	—	637.5
Amounts paid to equity holders		$ 5,431.2	$ —	$ 5,431.2

The fair value of the customer relationships and partnership agreements intangible assets were determined by applying the income approach through a discounted cash flow analysis, specifically a multi-period excess earnings method. The valuation was based on the present value of the net earnings attributable to the measured assets.

The computer software intangible asset represents our data supply and service platform to deliver customer services and solutions. The fair value of this intangible asset was determined by the cost replacement approach.

Trademark intangible asset represents our Dun & Bradstreet brand. Database represents our global proprietary market leading database. We applied the income approach to value trademark and database intangible assets, specifically, a relief from royalty method. The valuation was based on the present value of the net earnings attributable to the measured asset.

The fair value of the deferred revenue was determined based on estimated direct costs to fulfill the related obligations, plus a reasonable profit margin based on selected peer companies' margins as a benchmark.

The fair values of the acquired assets and liabilities were subject to change within the one-year measurement period. We obtained information to determine the fair values of the net assets acquired at the acquisition date during the measurement period. Since the initial valuation reflected in our financial results as of March 31, 2019, we have allocated goodwill and intangible assets between our North America and International segments, as well as among reporting units based on their respective projected cash flows. In addition, we recorded adjustments to the deferred tax liability reflecting the allocation of intangible assets between segments. The above measurement period adjustments to the preliminary valuation of assets and liabilities resulted in a net reduction of goodwill of $10.0 million during 2019. We have completed the purchase accounting process as of December 31, 2019.

The value of the goodwill is primarily related to the expected cost savings and growth opportunity associated with product development. The intangible assets, with useful lives from 8 to 17 years, are being amortized over a weighted-average useful life of 16.5 years. The customer relationship and database intangible assets are amortized using an accelerating method. Computer software and partnership agreements intangible assets are amortized using a straight-line method. The amortization methods reflect the timing of the benefits derived from each of the intangible assets.

The goodwill acquired is not deductible for tax purposes.

Unaudited Pro Forma Financial Information

The following pro forma statement of operations data presents the combined results of the Company and its acquisition of Dun & Bradstreet, assuming the acquisition completed on February 8, 2019 had occurred on January 1, 2018.

	2019	2018
Reported revenue (Successor)	$ 1,413.9	$ —
Dun & Bradstreet pre-acquisition revenue	178.7	1,716.4
Deferred revenue fair value adjustment	134.3	(152.2)
Pro forma revenue	$ 1,726.9	$ 1,564.2
Reported net income (loss) attributable to Dun & Bradstreet Holdings, Inc.(Successor)	$ (674.0)	$ —
Dun & Bradstreet pre-acquisition net income (loss)	(75.6)	288.1
Pro forma adjustments - net of income tax (1):		
Deferred revenue fair value adjustment	104.4	(118.3)
Incremental amortization of intangibles	(15.5)	(350.7)
Amortization of deferred commissions	(2.0)	16.9
Transaction costs	154.9	(114.5)
Pension expense adjustment	69.5	38.9
Equity-based compensation adjustment	8.1	—
Preferred dividend adjustment	(21.8)	(128.7)
Incremental interest expense and facility cost adjustment	(21.9)	(215.4)
Pro forma net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor)	$ (473.9)	$ (583.7)

(1) The blended statutory tax rate of 22.3% was assumed for 2019 and 2018 for the purpose of pro forma presentation.

Note 16 -- Acquisitions

2020 Acquisitions

On January 7, 2020 we acquired a 100% equity interest in Orb Intelligence ("Orb") for a purchase price of $11.6 million. Orb Intelligence offers a high quality, global database of information, with a focus on building a digital view of businesses' presence.

On March 11, 2020, we acquired substantially all of the assets of coAction.com for a purchase price of $9.6 million, of which $4.8 million was paid upon the close of the transaction and the remaining $4.8 million was paid on September 11, 2020. coAction.com is a leader in revenue cycle management in the Order-to-Cash process, serving mid to large size companies across multiple industries.

The acquisitions were accounted for in accordance with ASC 805 "Business Combinations," as purchase transactions, and accordingly, the assets and liabilities of both entities were recorded at their estimated fair values at the respective dates of the acquisitions. Transaction costs of $0.2 million were included in selling and administrative expenses in the consolidated statement of operations and comprehensive income (loss) for the year ended December 31, 2020 (Successor). We have included the financial results of Orb and coAction.com in our consolidated financial statements since their respective acquisition dates, and the results from each of these companies were not individually or in the aggregate material to our consolidated financial statements. We allocated goodwill and intangible assets to our North America segment and have completed the purchase accounting process as of December 31, 2020.

The table below reflects the aggregate purchase price related to the acquisitions and the resulting purchase allocation:

	Amortization Life (years)	Preliminary Purchase Price Allocation at March 31, 2020	Measurement Period Adjustments	Final Purchase Price Allocation at December 31, 2020
Cash		$ 0.5	$ —	$ 0.5
Accounts receivable		0.3	—	0.3
Other		0.2	0.1	0.3
Total current assets		1.0	0.1	1.1
Intangible assets:				
Customer relationships	7	2.4	—	2.4
Technology	11	6.8	—	6.8
Goodwill	Indefinite	10.7	0.2	10.9
Deferred tax asset		0.4	—	0.4
Total assets acquired		$ 21.3	$ 0.3	$ 21.6
Total liabilities assumed		0.2	0.2	0.4
Total purchase price		$ 21.1	$ 0.1	$ 21.2

The fair value of the customer relationships intangible assets was determined by applying the income approach through a discounted cash flow analysis, specifically a multi-period excess earnings method. The valuation was based on the present value of the net earnings attributable to the measured assets.

The fair value of the technology intangible assets was determined by applying the income approach; specifically, a relief from royalty method.

The value of the goodwill is primarily related to the acquired businesses' capability associated with product development which provides opportunity to expand our products and services offerings as well as cost synergy generated from the combined business. The intangible assets are amortized using a straight-line method. The amortization method reflects the timing of the benefits derived from each of the intangible assets.

The goodwill acquired is partially deductible for tax purposes.

2019 Acquisition

On July 1, 2019, the Company acquired a 100% ownership interest in Lattice Engines, Inc. ("Lattice"). Lattice is an artificial intelligence powered customer data platform, enabling business-to-business ("B2B") organizations to scale their account-based marketing and sales programs across every channel. The results of Lattice have been included in our consolidated financial statements since the date of acquisition. We have finalized the purchase allocation as of March 31, 2020 and there were no changes compared to the amounts recorded as of December 31, 2019. In connection with the acquisition of Lattice, the Company received capital funding of $100 million from Parent's partners.

The acquisition was accounted for in accordance with ASC 805. The acquisition was valued at $127 million. Transaction costs of $0.6 million were included in selling and administrative expenses in the consolidated statement of operations and comprehensive income (loss) for the period from January 1, 2019 to December 31, 2019 (Successor). The acquisition was accounted for as a purchase transaction, and accordingly, the assets and liabilities of the acquired entity were recorded at their estimated fair values at the date of the acquisition.

The table below reflects the purchase price related to the acquisition and the resulting purchase allocation:

	Amortization Life (years)	Initial Purchase Price Allocation	Measurement Period Adjustments	Final Purchase Price Allocation
Cash		$ 0.1	$ —	$ 0.1
Accounts receivable		1.9	—	1.9
Other		0.7	—	0.7
Total current assets		2.7	—	2.7
Intangible assets:				
Customer relationships	11	25.1	(10.6)	14.5
Technology	14	48.0	(0.6)	47.4
Goodwill		43.0	12.2	55.2
Deferred tax asset		18.4	(0.9)	17.5
Other assets		0.7	(0.2)	0.5
Total assets acquired		$ 137.9	$ (0.1)	$ 137.8
Deferred revenue		$ 6.5	$ —	$ 6.5
Other liabilities		4.4	(0.1)	4.3
Total liabilities assumed		10.9	(0.1)	10.8
Total purchase price		$ 127.0	$ —	$ 127.0

The fair value of the client relationships intangible assets was determined by applying the income approach through a discounted cash flow analysis, specifically a multi-period excess earnings method. The valuation was based on the present value of the net earnings attributable to the measured asset.

The technology intangible asset represents Lattice's premier client data platform to deliver client services and solutions. The fair value of this intangible asset was determined by applying the income approach; specifically, a relief from royalty method.

The fair value of the deferred revenue was determined based on estimated direct costs to fulfill the related obligations, plus a reasonable profit margin based on selected peer companies' margins as a benchmark.

The value of the goodwill is primarily related to Lattice's capability associated with product development which provides potential growth opportunity in the Sales & Marketing space as well as cost synergy generated from the combined business. The intangible assets are amortized using a straight-line method. The amortization method reflects the timing of the benefits derived from each of the intangible assets.

The goodwill acquired was not deductible for tax purposes.

Unaudited Pro Forma Financial Information

The following pro forma statements of operations data presents the combined results of the Company and Lattice, assuming that the acquisition had occurred on January 1, 2018.

	Successor	Predecessor	
	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Reported revenue	$ 1,413.9	$ 178.7	$ 1,716.4
Lattice revenue - pre-acquisition revenue	11.1	2.9	25.1
Add: deferred revenue adjustment	2.4	—	(4.8)
Total pro forma revenue	$ 1,427.4	$ 181.6	$ 1,736.7
Reported net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor)/The Dun & Bradstreet Corporation (Predecessor)	$ (674.0)	$ (75.6)	$ 288.1
Pro forma adjustments - net of tax effect			
Pre-acquisition net loss	(19.7)	(1.0)	(13.1)
Intangible amortization - net of tax benefits	(1.4)	(0.4)	(3.6)
Deferred revenue adjustment - net of tax benefits	1.8	—	(3.6)
Transaction costs - net of tax benefits	0.4	—	(0.4)
Pro forma net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (692.9)	$ (77.0)	$ 267.4

Note 17 -- Supplemental Financial Data

Other Non-Current Assets

	December 31, 2020	December 31, 2019
Right of use assets	$ 72.9	$ 87.9
Prepaid pension assets	4.3	9.9
Investments	27.0	23.7
Other non-current assets	16.3	13.1
Total	$ 120.5	$ 134.6

Other Accrued and Current Liabilities:

	December 31, 2020	December 31, 2019
Restructuring accruals	$ 9.9	$ 11.1
Operating expenses accruals	76.5	58.7
Accrued interest expense	29.0	49.3
Short-term lease liability	23.3	22.4
Other accrued liabilities	21.6	25.8
Total	$ 160.3	$ 167.3

Other Non-Current Liabilities:

	December 31, 2020	December 31, 2019
Deferred revenue - long term	$ 16.3	$ 7.8
U.S. tax liability associated with the 2017 Act	49.8	55.0
Long-term lease liability	68.4	71.2
Other	8.7	3.7
Total	$ 143.2	$ 137.7

Property, Plant and Equipment - Net:

	December 31, 2020	December 31, 2019
Furniture	$ 24.3	$ 22.4
Less: Accumulated depreciation	9.2	4.4
Net:	$ 15.1	$ 18.0
Leasehold improvements, less:		
Accumulated amortization of $4.8 and $3.1 as of December 31, 2020 and 2019, respectively	11.3	11.4
Property, plant and equipment - net	$ 26.4	$ 29.4

Property, plant and equipment depreciation and amortization expense for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor), and the year ended December 31, 2018 (Predecessor) was $9.4 million, $8.2 million, $1.1 million and $10.9 million, respectively. We also recorded impairment charges of $3.6 million included in selling and administrative expenses in the consolidated statement of operations and comprehensive income (loss) for the year ended December 31, 2020 (Successor) and for the period from January 1 to December 31, 2019 (Successor), primarily related to leasehold improvements for offices we ceased to occupy.

Computer Software and Goodwill:

	Computer Software	Goodwill
Predecessor:		
December 31, 2018	$ 133.8	$ 770.8
Additions at cost (1)	5.0	—
Amortization	(6.8)	—
Other (2)	0.1	2.7
February 7, 2019	$ 132.1	$ 773.5
Successor:		
January 1, 2019	$ —	$ —
Acquisitions (3)	376.0	2,842.8
Additions at cost (1)	56.4	—
Amortization	(48.4)	—
Other (2)	(4.2)	(2.7)
December 31, 2019	$ 379.8	$ 2,840.1
Acquisition (4)	—	10.9
Additions at cost (1)	113.1	—
Amortization	(70.8)	—
Write-off	(1.0)	—
Other	11.6	5.2
December 31, 2020	$ 432.7	$ 2,856.2

The computer software amortization expense for the year ended December 31, 2018 (Predecessor) was $44.9 million.

Other Intangibles:

	Customer Relationships	Database and Other	Other Indefinite-Lived Intangibles	Total
Predecessor:				
December 31, 2018	$ 75.7	$ 50.0	$ 158.4	$ 284.1
Additions	—	0.1	—	0.1
Amortization	(1.7)	(1.5)	—	(3.2)
Other (2)	0.1	—	—	0.1
February 7, 2019 (5)	$ 74.1	$ 48.6	$ 158.4	$ 281.1
Successor:				
January 1, 2019	$ —	$ —	$ —	$ —
Acquisition (6)	2,403.0	1,999.7	1,275.8	5,678.5
Additions	—	0.6	—	0.6
Amortization	(239.5)	(186.3)	—	(425.8)
Other (2)	(1.4)	(0.5)	—	(1.9)
December 31, 2019 (5)	$ 2,162.1	$ 1,813.5	$ 1,275.8	$ 5,251.4
Acquisitions (4)	2.4	6.8		9.2
Additions	—	0.6	—	0.6
Amortization	(255.1)	(201.6)	—	(456.7)
Other (2)	3.1	4.4	—	7.5
December 31, 2020 (5)	$ 1,912.5	$ 1,623.7	$ 1,275.8	$ 4,812.0

(1) Primarily related to software-related enhancements on products.

(2) Primarily due to the impact of foreign currency fluctuations.

(3) Related to the Take-Private Transaction in February 2019 and Lattice acquisition in July 2019. See Note 15 and 16 for further detail.

(4) Related to the acquisition of Orb Intelligence and coAction.com.

(5) Customer Relationships—Net of accumulated amortization of $495.5 million, $239.5 million, and $56.6 million as of December 31, 2020 (Successor), December 31, 2019 (Successor), and February 7, 2019 (Predecessor), respectively.
Database and Other—Net of accumulated amortization of $388.5 million, $186.3 million, and $121.4 million as of December 31, 2020 (Successor), as of December 31,2019 (Successor), and February 7, 2019 (Predecessor), respectively.

(6) Related to fair values of identifiable intangible assets recorded from purchase accounting as a result of the Take-Private Transaction in February 2019 and the acquisition of Lattice in July 2019.

The other intangibles amortization expense for the year ended December 31, 2018 (Predecessor) was $32.9 million.

The table below sets forth the future amortization as of December 31, 2020 associated with computer software and other intangibles primarily recognized as a result of the Take-Private Transaction and the acquisition of Lattice:

	2021	2022	2023	2024	2025	Thereafter	Total
Computer Software	$ 101.6	$ 92.5	$ 83.6	$ 56.4	$ 48.4	$ 50.2	$ 432.7
Customer Relationship	239.3	223.3	207.3	191.1	175.0	876.5	1,912.5
Database	190.3	179.1	167.8	156.6	145.3	784.6	1,623.7
Total	$ 531.2	$ 494.9	$ 458.7	$ 404.1	$ 368.7	$ 1,711.3	$ 3,968.9

Allowance for Doubtful Accounts:

Predecessor:		
January 1, 2018	$	24.2
Additions charged to costs and expenses		6.7
Write-offs		(9.1)
Recoveries		2.7
Other (7)		(10.4)
December 31, 2018		14.1
Additions charged to costs and expenses		0.7
Write-offs		(0.6)
Recoveries		0.2
Other		0.2
February 7, 2019	$	14.6
Successor:		
January 1, 2019	$	—
Additions charged to costs and expenses		5.2
Recoveries		2.3
Other		(0.2)
December 31, 2019		7.3
Additions charged to costs and expenses		7.8
Write-offs		(5.7)
Recoveries		1.7
Other		(0.1)
December 31, 2020	$	11.0

(7) Primarily due to the reclassification of reserve for sales cancellation to Accounts Payable resulting from the adoption of Topic 606.

Deferred Tax Asset Valuation Allowance:

Predecessor:		
January 1, 2018	$	39.1
Additions charged (credited) to costs and expenses		(2.8)
Additions charged (credited) due to foreign currency fluctuations		(1.9)
Additions charged (credited) to other accounts		—
December 31, 2018		34.4
Additions charged (credited) to costs and expenses		—
Additions charged (credited) due to foreign currency fluctuations		—
Additions charged (credited) to other accounts		—
February 7, 2019	$	34.4
Successor:		
January 1, 2019	$	—
Additions charged (credited) to costs and expenses		(27.2)
Additions charged (credited) due to foreign currency fluctuations		(0.5)
Acquisition		60.8
December 31, 2019		33.1
Additions charged (credited) to costs and expenses		0.5
Additions charged (credited) due to foreign currency fluctuations		2.2
Additions charged (credited) to other accounts		—
December 31, 2020	$	35.8

Other Income (Expense) — Net

Other income (expense) - net was as follows:

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Non-operating pension income (expense) (1)	$ 45.9	$ 35.9	$ (85.7)	$ (2.4)
Change in fair value of make-whole derivative liability (2)	(32.8)	(172.4)	—	—
Partial debt redemption premium (3)	(50.1)	—	—	—
Miscellaneous other income (expense) – Net (4)	25.0	(18.3)	(0.3)	(0.9)
Other income (expense) – net	$ (12.0)	$ (154.8)	$ (86.0)	$ (3.3)

(1) Higher non-operating pension income for the year ended December 31, 2020 (Successor) compared to the period from January 1, 2019 to December 31, 2019 (Successor) was primarily driven by lower interest cost and higher expected asset return. Higher non-operating pension expense for the period from January 1, 2019 to February 7, 2019 was due to a one-time pension settlement charge of $85.8 million related to the then-existing U.S. Non-Qualified plans.

(2) Related to the make-whole provision associated with the Series A Preferred Stock. See Note 22 to the consolidated financial statements.

(3) See Note 6 to the consolidated financial statements.

(4) The increase in Miscellaneous Other Expense - Net for the year ended December 31, 2020 compared to each of the prior periods was primarily driven by the change in fair value related to the foreign currency collar we entered into in connection with the Bisnode acquisition and higher foreign currency exchange gains related to the revaluation of our intercompany loans.

Note 18 -- Segment Information

Since the Take-Private Transaction, management has made changes to transform our business. As a result, during the fourth quarter of 2019, we changed the composition of our reportable segments, the classification of revenue by solution set and our measure of segment profit (from operating income to adjusted EBITDA) in the information that we provide to our CODMs to better align with how they assess performance and allocate resources. Latin America Worldwide Network, which was previously included in the Americas reportable segment, is currently included in the International segment. Accordingly, prior period results have been recast to conform to the current presentation of segments, revenue by solution set, and the measure of segment profit. These changes do not impact our consolidated results.

Our segment disclosure is intended to provide the users of our consolidated financial statements with a view of the business that is consistent with management of the Company.

We manage our business and report our financial results through the following two segments:

- North America offers Finance & Risk and Sales & Marketing data, analytics and business insights in the United States and Canada; and
- International offers Finance & Risk and Sales & Marketing data, analytics and business insights directly in the U.K., Greater China, India and indirectly through our WWN alliances.

We define adjusted EBITDA as net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor)/The Dun & Bradstreet Corporation (Predecessor) excluding the following items: (i) depreciation and amortization; (ii) interest expense and income; (iii) income tax benefit or provision; (iv) other expenses or income; (v) equity in net income of affiliates; (vi) net income attributable to non-controlling interests; (vii) dividends allocated to preferred stockholders; (viii) revenue and expense adjustments to include results for the period from January 8 to February 7, 2019, for the Predecessor related to the International lag adjustment; (ix) other incremental or reduced expenses from the application of purchase accounting (e.g. commission asset amortization); (x) equity-based compensation; (xi) restructuring charges; (xii) merger and acquisition-related operating costs; (xiii) transition costs primarily consisting of non-recurring incentive expenses associated with our synergy program; (xiv) legal reserve and costs associated with significant legal and regulatory matters; and (xv) asset impairment. Our client solution sets are Finance & Risk and Sales & Marketing. Inter-segment sales are immaterial, and no single client accounted for 10% or more of our total revenue.

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Revenue:				
North America	$ 1,459.9	$ 1,316.5	$ 148.2	$ 1,420.6
International	299.3	236.3	56.4	295.8
Corporate and other (1)	(21.1)	(138.9)	(25.9)	—
Consolidated total	$ 1,738.1	$ 1,413.9	$ 178.7	$ 1,716.4

(1) Revenue for Corporate and other represents deferred revenue purchase accounting adjustments recorded in accordance with GAAP related to the Take-Private Transaction and Lattice acquisition included in each of the Successor periods and recent acquisitions for the year ended December 31, 2020 (Successor), and the International lag adjustment (see Note 1) included in the period from January 1 to February 7, 2019 (Predecessor).

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Adjusted EBITDA				
North America	$ 696.4	$ 634.6	$ 55.3	$ 575.9
International	94.8	78.2	20.3	91.2
Corporate and other (1)	(75.8)	(210.7)	(9.3)	(98.5)
Consolidated total	$ 715.4	$ 502.1	$ 66.3	$ 568.6
Depreciation and amortization	(536.9)	(482.4)	(11.1)	(88.7)
Interest expense - net	(270.3)	(301.1)	(5.2)	(52.5)
Dividends allocated to preferred stockholders	(64.1)	(114.0)	—	—
Benefit (provision) for income taxes	110.5	118.2	27.5	(81.6)
Other income (expense) - net	(12.0)	(154.8)	(86.0)	(3.3)
Equity in net income of affiliates	2.3	4.2	0.5	2.8
Net income (loss) attributable to non-controlling interest	(5.0)	(6.5)	(0.8)	(6.2)
Lag adjustment	—	—	(2.7)	—
Other incremental or reduced expenses from the application of purchase accounting	18.8	20.7	—	—
Equity-based compensation	(45.1)	(11.7)	(11.7)	(10.8)
Restructuring charges	(34.8)	(51.8)	(0.1)	(25.4)
Merger and acquisition-related operating costs	(14.1)	(156.0)	(52.0)	(11.6)
Transition costs	(31.9)	(37.7)	(0.3)	(0.3)
Legal expense associated with significant legal and regulatory matters	(3.9)	0.2	—	(2.9)
Asset impairment	(4.5)	(3.4)	—	—
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (175.6)	$ (674.0)	$ (75.6)	$ 288.1

(1) Corporate and other includes deferred revenue purchase accounting adjustments recorded in accordance with GAAP related to the Take-Private Transaction and recent acquisitions of $21.1 million for the Successor year ended December 31, 2020, $138.9 million for the period from January 1, 2019 to December 31, 2019 (Successor), and the International lag adjustment of $(2.7) million for the period from January 1 to February 7, 2019 (Predecessor).

	Successor		Predecessor	
	Year ended December 31, 2020	Period from January 1 to December 31, 2019	Period from January 1 to February 7, 2019	Year ended December 31, 2018
Depreciation and amortization:				
North America	$ 45.9	$ 34.8	$ 5.8	$ 41.3
International	7.9	5.9	1.5	8.5
Total segments	53.8	40.7	7.3	49.8
Corporate and other (1)	483.1	441.7	3.8	38.9
Consolidated total	$ 536.9	$ 482.4	$ 11.1	$ 88.7
Capital expenditures:				
North America	$ 1.9	$ 9.6	$ 0.2	$ 3.6
International	5.6	1.9	0.1	0.7
Total segments	7.5	11.5	0.3	4.3
Corporate and other	0.2	1.0	(0.1)	0.8
Consolidated total	$ 7.7	$ 12.5	$ 0.2	$ 5.1
Additions to computer software and other intangibles:				
North America	$ 106.2	$ 48.0	$ 4.3	$ 39.5
International	6.1	6.4	0.8	4.9
Total segments	112.3	54.4	5.1	44.4
Corporate and other	1.4	2.0	—	8.7
Consolidated total	$ 113.7	$ 56.4	$ 5.1	$ 53.1

(1) Depreciation and amortization for Corporate and other includes incremental amortization resulting from the Take-Private Transaction and recent acquisitions.

Supplemental Geographic and Customer Solution Set Information:

	December 31, 2020	December 31, 2019
Assets:		
North America	$ 8,521.9	$ 8,480.1
International	697.5	632.7
Consolidated total	$ 9,219.4	$ 9,112.8
Goodwill:		
North America	$ 2,745.5	$ 2,734.6
International	110.7	105.5
Consolidated total	$ 2,856.2	$ 2,840.1
Other intangibles:		
North America	$ 4,534.5	$ 4,953.0
International	277.5	298.4
Consolidated total	$ 4,812.0	$ 5,251.4
Other non-current assets, excluding deferred income tax:		
North America	$ 568.5	$ 500.9
International	94.7	89.9
Consolidated total	$ 663.2	$ 590.8
Total long-lived assets	$ 8,331.4	$ 8,682.3

Customer Solution Set Revenue	**Successor** Year ended December 31, 2020	**Successor** Period from January 1 to December 31, 2019	**Predecessor** Period from January 1 to February 7, 2019	**Predecessor** Year ended December 31, 2018
North America (1):				
Finance & Risk	$ 811.1	$ 728.2	$ 80.4	$ 792.6
Sales & Marketing	648.8	588.3	67.8	628.0
Total North America	$ 1,459.9	$ 1,316.5	$ 148.2	$ 1,420.6
International:				
Finance & Risk	$ 243.6	$ 191.3	$ 43.4	$ 233.6
Sales & Marketing	55.7	45.0	13.0	62.2
Total International	$ 299.3	$ 236.3	$ 56.4	$ 295.8
Corporate and other:				
Finance & Risk	$ (10.8)	$ (82.9)	$ (19.2)	$ —
Sales & Marketing	(10.3)	(56.0)	(6.7)	—
Total Corporate and other	$ (21.1)	$ (138.9)	$ (25.9)	$ —
Total Revenue:				
Finance & Risk	$ 1,043.9	$ 836.6	$ 104.6	$ 1,026.2
Sales & Marketing	694.2	577.3	74.1	690.2
Total Revenue	$ 1,738.1	$ 1,413.9	$ 178.7	$ 1,716.4

(1) Substantially all of the North America revenue is attributable to the United States.

Note 19 -- Related Parties

The following sets forth certain transactions and agreements in which the Company and our affiliates, executive officers and certain directors are involved.

As a result of the completion of the Take-Private Transaction on February 8, 2019, the Company was directly owned by Parent, which was collectively controlled by entities affiliated with Bilcar, LLC ("Bilcar"), Thomas H. Lee Partners, L.P. ("THL"), Cannae Holdings, Inc. ("Cannae Holdings"), Black Knight, Inc. ("Black Knight") and CC Capital Partners LLC ("CC Capital"), collectively the "Investor Consortium." Subsequent to the close of the IPO and the concurrent private placement on July 6, 2020 (see Note 2 for further discussion), the Investor Consortium continues to be able to exercise significant voting influence over fundamental and significant corporate matters and transactions by their ability to designate five members of our board of directors.

Upon the close of the Take-Private Transaction, Anthony Jabbour was appointed as Chief Executive Officer of the Company while continuing his role as Black Knight's Chief Executive Officer. Stephen C. Daffron, co-founder of Motive Partners, became our President and Chief Operating Officer. Additionally, William P. Foley II serves as Chairman of the Company's board of directors, while continuing his role as Chairman of the board of directors of Cannae Holdings and Black Knight. Richard N. Massey, a member of the Company's board of directors, serves as Chief Executive Officer and as a director of Cannae Holdings. Certain of our key employees have dual responsibilities among the Investor Consortium. Subsequent to the close of the IPO transaction, the above relationships remain the same.

On February 8, 2019, the Company entered into a services agreement with MVB Management, LLC ("MVB"), an entity affiliated with William P. Foley II, who is affiliated with Bilcar, and Chinh E. Chu, who is affiliated with CC Capital, and THL Managers VIII, LLC ("THL Managers"), an entity affiliated with THL, pursuant to which MVB and THL Managers provided services in connection with the Take-Private Transaction. The Company paid a total fee of $29.1 million to MVB under the agreement upon the close of the Take-Private Transaction, which we included as "selling and administrative expenses" in the

Successor’s statement of operations and comprehensive income (loss) for the period from January 1, 2019 to December 31, 2019. Under the services agreement, the Company must reimburse the reasonable and documented out-of-pocket expenses incurred by MVB and THL Managers in performing the ongoing services. The Company has made no payments pursuant to the reimbursement provision during the year ended December 31, 2020 and the period from January 1, 2019 to December 31, 2019. The reimbursement provision was terminated following the IPO transaction. Also in connection with the IPO transaction, we paid fees of $2.5 million each to THL Managers and entities affiliated with William P. Foley II and Chinh E. Chu (Bilcar and CC Star Holdings, LP, respectively) for services provided prior to the IPO.

Pursuant to the equity commitment fee letter entered into on February 8, 2019 with THL Managers and Cannae Holdings, each committed to provide certain funding to Parent in connection with the Take-Private Transaction for which THL Managers and Cannae Holdings received a fee of $7.5 million and $12.0 million, respectively. These fees reduced the proceeds from capital contribution to the Company made in February 2019.

Pursuant to the Star Parent, L.P. Partnership Agreement, an entity jointly controlled by affiliates of CC Capital and Bilcar (the "Originating Sponsors") was granted 6,817.7428 Class B profits interest units of Parent, which were valued at $17.3 million and were included as "selling and administrative expenses" in the Successor’s statement of operations and comprehensive income (loss) for the period from January 1, 2019 to December 31, 2019. Pursuant to the Star Parent, L.P. Partnership Agreement, the Originating Sponsors also received 15,867.8087 Class C profits interest units of Parent upon the close of the Take-Private Transaction. The units were valued at approximately $37.9 million and included within "selling and administrative expenses" in the consolidated statement of operations and comprehensive income (loss) for the period from January 1, 2019 to December 31, 2019 (Successor).

Upon the close of the Take-Private Transaction, Motive Partners received $0.6 million related to due diligence consulting services pursuant to a services agreement between Parent and Motive Partners.

During the Successor period from January 1, 2019 to December 31, 2019, Motive Partners was retained to provide certain technology consulting services. Total cost incurred during the period from January 1, 2019 to December 31, 2019 for such services was immaterial.

In August 2019, the Company entered into a five-year lease agreement with Motive Partners related to the office space for the Company’s London sales office starting August 1, 2019. This lease was terminated in June 2020 with a termination fee of $0.1 million. We recorded total lease costs of $1.0 million for the year ended December 31, 2020. In December 2019, the Company entered into a one-year lease agreement with Motive Partners for operations in New York starting January 1, 2020. Total payments over the one-year lease term aggregate to approximately $0.2 million.

In the normal course of business, we reimburse affiliates for certain travel costs incurred by Dun & Bradstreet Holdings, Inc. executives and board members. The amount included in selling and administrative expenses was $0.6 million for both the Successor year ended December 31, 2020 and the period from January 1, 2019 to December 31, 2019.

On January 1, 2020, the Company entered into a three-year service agreement with Trasimene Capital Management, LLC (the “Advisor”), an entity affiliated with Cannae Holdings, and controlled by Mr. Foley. The agreement is subject to renewal. Pursuant to the agreement, the Advisor provides the Company strategic advisory services, in exchange for transaction fees that are calculated based on 1% of the value of each transaction for which the Advisor performs services. Under the service agreement, the Company is also obligated to reimburse the reasonable and documented out-of-pocket expenses incurred by the Advisor. We incurred costs of $0.4 million for transaction fees to the Advisor for the year ended December 31, 2020.

In connection with the IPO transaction, the Originating Sponsors agreed to waive certain anti-dilution rights they had pursuant to the Star Parent Partnership Agreement and to terminate such provision following the offering. In exchange for such waiver and termination, we made a payment of $30.0 million to an entity jointly controlled by affiliates of the Originating Sponsors upon the closing of the IPO transaction on July 6, 2020. In addition, on June 30, 2020, each of Mr. Foley and Mr. Chu received options to purchase 2,080,000 shares of our common stock at an exercise price equal to the initial public offering price. The options were fully vested upon grant. The options were valued at $20.0 million, which was reflected in Selling and Administrative Expenses for the year ended December 31, 2020.

In connection with and immediately subsequent to the closing of the IPO, a subsidiary of Cannae Holdings, a subsidiary of Black Knight and affiliates of CC Capital purchased a total of 18,458,700 shares of common stock from us in a private placement at a price per share equal to 98.5% of the IPO price of $22.00 per share for proceeds of $200.0 million, $100.0 million and $100.0 million, respectively.

Note 20 -- Contractual Obligations

Acxiom Corporation and Ensono, L.P.

We currently outsource certain of our product and technology capabilities in North America and our fulfillment processes in Europe to Acxiom in order to increase the speed, data processing and matching capabilities for our global sales and marketing clients. Effective January 1, 2020, the agreement was modified and extended through December 31, 2020, and subsequently extended through June 30, 2021. Together with other fulfillment contracts the aggregate remaining minimum obligation as of December 31, 2020 is approximately $7 million.

Effective July 1, 2019, the Company amended and extended its previous service agreement with Ensono L.P. ("Ensono") through June 30, 2024. Pursuant to the agreement, Ensono provides information technology and data processing services, including additional services and services previously provided. The agreement is non-cancellable before July 1, 2022. We can terminate the agreement starting July 1, 2022 with a fee as defined in the agreement. At December 31, 2020, total payments to Ensono over the remaining term of the above contract, excluding the lease components accounted for in accordance with Topic 842, will aggregate to approximately $105 million.

We incurred costs of approximately $86 million, $56 million, $6 million, and $60 million under all of these outsourcing agreements for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor) and the year ended December 31, 2018 (Predecessor), respectively.

Cognizant Technology Solutions

Effective February 2018, we entered into a new three-year agreement with Cognizant Technology Solutions ("CTS") to consolidate the majority of the existing service agreements in which CTS provides technology support to develop applications for our products and solutions. We can terminate the agreement at any time with six months' prior written notice and a $4.5 million termination fee. The agreement ended December 31, 2020. A separate three-year agreement dated June 1, 2015, in which CTS provides global maintenance and support for our daily applications and systems, was extended to May 31, 2020. Effective May 1, 2020, we entered into a new two-year agreement.

We incurred costs of approximately $33 million, $35 million, $4 million, and $37 million under all of these agreements for the year ended December 31, 2020, the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor) and the year ended December 31, 2018 (Predecessor), respectively. At December 31, 2020, total payments over the remaining terms of the above agreements will aggregate to approximately $10 million.

Worldwide Network Partnership Agreements

We have entered into commercial service agreements with our third-party Worldwide Network Partners with various terms ranging from 5 to 10 years. These agreements provide us access to certain international data and services from our partners in order to serve our global clients. Effective January 1, 2020, we renegotiated our agreements with our WWN Partners, which expanded our buying capacity.

We incurred costs of approximately $90 million, $23 million, $3 million, and $22 million under all of these agreements for the year ended December 31, 2020 (Successor), the period from January 1, 2019 to December 31, 2019 (Successor), the period from January 1, 2019 to February 7, 2019 (Predecessor) and the year ended December 31, 2018 (Predecessor), respectively. At December 31, 2020, total payments to our Worldwide Network Partners over the remaining terms of all agreements aggregate to approximately $359 million.

The following table quantifies our future contractual obligations as discussed above, as well as other contractual obligations, as of December 31, 2020:

	2021	2022	2023	2024	2025	Thereafter	Total
Commitments to Outsourcers and Other Purchase Obligations	$ 207.7	$ 146.6	$ 67.1	$ 51.2	$ 32.9	$ 60.6	$ 566.1

The table above excludes our obligations with respect to debt, leases, contingent liabilities, unrecognized tax benefits and pension obligations for which funding requirements are uncertain Our obligations with respect to debt are discussed in Note 6 to our consolidated financial statements. Our obligations with respect to leases are discussed in Note 7. Our contingent liabilities with respect to legal matters are discussed in Note 8 to our consolidated financial statements. Our obligations with respect to unrecognized tax benefits are discussed in Note 9 to our consolidated financial statements. Our obligations with respect to pension and postretirement medical benefit plans are described in Note 10 to our consolidated financial statements.

Note 21 -- Quarterly Financial Data (Unaudited)

Our quarterly financial statements are prepared on the same basis as the audited annual financial statements, and include all adjustments necessary for the fair statement of our results of operations for these periods.

	For the Three Months Ended			
	Successor			
	March 31,	June 30,	September 30,	December 31,
2020				
Revenue (1)	$ 395.3	$ 420.6	$ 442.1	$ 480.1
Operating income (loss) (2)	$ (8.3)	$ (1.4)	$ 45.2	$ 27.5
Net income (loss) (3)(4)	$ 73.9	$ (173.8)	$ (14.9)	$ 8.3
Net (income) loss attributable to the non-controlling interest	$ (0.4)	$ (1.2)	$ (2.1)	$ (1.3)
Net income (loss) attributable to Dun & Bradstreet Holdings, Inc. (Successor)	$ 41.5	$ (207.1)	$ (17.0)	$ 7.0

(1) Includes a reduction of revenue of $17.4 million for the three months ended March 31, 2020 due to deferred revenue purchase accounting adjustment in connection with the Take-Private Transaction.

(2) Included within selling and administrative expenses is an expense of $20.0 million for the three months ended June 30, 2020, related to stock option expense in connection with the IPO.

(3) Includes an expense within non-operating expense-net of $41.3 million and $25.5 million in the three months ended June 30, 2020 and September 30, 2020, respectively, related to the premium paid and the write-off of the associated debt issuance cost and discount as a result of the partial redemption of our senior secured and unsecured notes (see Note 6).

(4) Includes within non-operating expense-net a gain of $69.8 million for the three months ended March 31, 2020, and an expense of $102.6 million for the three months ended June 30, 2020 related to the change in fair value of make-whole derivative liability.

	Predecessor	For the Three Months Ended			
		Successor			
	Period from January 1 to February 7, 2019	March 31,	June 30,	September 30,	December 31,
2019					
Revenue (1)	$ 178.7	$ 174.1	$ 398.9	$ 408.2	$ 432.7
Operating loss (2)	$ (11.6)	$ (202.9)	$ (9.1)	$ (1.0)	$ (7.0)
Net loss (3)	$ (74.8)	$ (209.6)	$ (60.5)	$ (55.3)	$ (228.1)
Net (income) loss attributable to the non-controlling interest	$ (0.8)	$ (0.4)	$ (1.5)	$ (1.4)	$ (3.2)
Net loss attributable to Dun & Bradstreet Holdings, Inc. (Successor) / The Dun & Bradstreet Corporation (Predecessor)	$ (75.6)	$ (227.9)	$ (94.0)	$ (88.8)	$ (263.3)

(1) Includes a reduction of revenue of $39.6 million, $39.2 million, $38.0 million, and $22.1 million for the three months ended March 31, June 30, September 30, and December 31, 2019 (Successor), respectively and excludes revenue of $25.9 million for the period from January 1 to February 7, 2019 (Predecessor) due to International lag adjustment also in connection with the Take-Private Transaction.

(2) Includes transaction costs of $147.4 million and $52.0 million directly attributable to the Take-Private Transaction for the Successor three months ended March 31, 2019 and the Predecessor period from January 1 to February 7, 2019, respectively. In addition, for the Predecessor period from January 1 to February 7, 2019, we incurred $10.4 million to accelerate the vesting of equity-based grants as a result of the Take-Private Transaction. We also incurred higher amortization for the Successor periods associated with recognized intangible assets resulting from the Take-Private Transaction. See Note 15 and 16.

(3) Includes an expense within non-operating expense-net of $85.8 million to settle a portion of the U.S. Non-Qualified plans in the Predecessor period from January 1, 2019 to February 7, 2019 as a result of the Take-Private Transaction and an expense of $172.4 million in the three months ended December 31, 2019 (Successor) related to the change in fair value of make-whole derivative liability.

Note 22 -- Preferred Stock

In connection with the Privatization Transaction on February 8, 2019, Dun & Bradstreet Holdings, Inc. issued 1,050,000 shares of Cumulative Series A Preferred Stock ("Series A Preferred Stock") for $1,028.4 million, net of issuance discount of $21.6 million. Together with other financing sources, the net proceeds were used to consummate the Take-Private Transaction.

Each outstanding share of Series A Preferred Stock had a liquidation preference equal to the sum of (a) the stated value ($1,000.00 per share) (the "Stated Value") plus (b) all accrued, accumulated and unpaid dividends. The Series A Preferred Stock was entitled to cumulative dividend at (a) 12% per annum from February 7, 2019 to February 7, 2027; (b) 13% per annum from February 8, 2027 to February 8, 2028; and (c) 14% per annum from and after February 8, 2028. Unpaid dividends were accumulated and compounded quarterly regardless of whether they were declared.

The Series A Preferred Stock was redeemable upon the occurrence of a material event including a qualified IPO at an applicable price depending on when the redemption event occurred.

Upon the closing of the IPO on July 6, 2020 (see further discussion in Note 2 to the consolidated financial statements), we redeemed all of the outstanding Series A Preferred Stock. In addition, we made the total make-whole payment of $205.2 million.

The Company classified the Series A Preferred Stock as mezzanine equity because the instrument contained a redemption feature which was contingent upon certain events, the occurrence of which was not solely within the control of the Company.

We bifurcated embedded derivatives and assessed fair value each reporting date. Beginning in November 2019, we determined that there was a more than remote likelihood that the Series A Preferred Stock would become redeemable before November 8, 2021. As a result we determined the fair value of the make-whole provision to be $172.4 million at December 31, 2019, which was included "Other income (expense) - net" in the statement of operations and comprehensive income (loss) for the period from January 1, 2019 to December 31, 2019 (Successor) and reflected as "Make-whole derivative liability" within the consolidated balance sheet as of December 31, 2019. For the year ended December 31, 2020 up to redemption, we recorded a loss of $32.8 million within "Other income (expense) - net," related to the change of fair value during the period. The fair

value was estimated using the with and without method and based on management's estimate of probability of the triggering event associated with the make-whole derivative liability.

The Series A Preferred Stock was fully accreted to the redeemable balance of $1,067.9 million using the interest method upon the redemption. We recorded accretion of $36.1 million and $3.4 million to the mezzanine equity using interest method for the year ended December 31, 2020 (Successor) and for the period from January 1, 2019 to December 31, 2019 (Successor), respectively.

On May 14, 2020, March 4, 2020, December 16, 2019, July 30, 2019 and May 31, 2019, the board of directors of Dun & Bradstreet Holdings, Inc. declared a cash dividend of $30.51 per share to all holders of shares of Series A Preferred Stock. An aggregate amount of $32.1 million, $32.0 million, $32.0 million, $32.1 million, $10.7 million and $21.3 million was paid on June 26, 2020, March 27, 2020, December 27, 2019, September 27, 2019, June 28, 2019 and on June 19, 2019, respectively.

Note 23 -- Subsequent Events

On January 8, 2021, we acquired 100% ownership of Bisnode Business Information Group AB ("Bisnode"), a leading European data and analytics firm and long-standing member of the Dun & Bradstreet WWN alliances, for a total purchase price of $805.8 million. The transaction closed with a combination of cash of $646.9 million and 6,237,087 newly issued shares of common stock of the Company in a private placement valued at $158.9 million based on the stock closing price on January 8, 2021. Upon the close of the transaction, we settled a zero-cost foreign currency collar and received $21.0 million, which reduced our net cash payment for the acquisition. We will account for the transaction in accordance with ASC 805, "Business Combinations," and accordingly the assets and liabilities will be recorded at their estimated fair values at the date of acquisition. The results of Bisnode will be included in our consolidated financial statements from the date of acquisition.

Effective January 27, 2021, we amended our credit agreement dated February 8, 2019, specifically related to the Term Loan Facility. The repricing reduced the applicable margin for the term loan facility by 0.50% overall, resulting in a margin spread of LIBOR plus 3.25% per annum.