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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 10-Q**

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(Mark One)  
 **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2012

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**[NO FEE REQUIRED]**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 1-11689

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**Fair Isaac Corporation**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**181 Metro Drive, Suite 700**  
**San Jose, California**  
(Address of principal executive offices)

**94-1499887**  
(I.R.S. Employer  
Identification No.)

**95110-1346**  
(Zip Code)

**Registrant's telephone number, including area code:**  
**408-535-1500**

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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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large Accelerated Filer  Accelerated Filer   
Non-Accelerated Filer  Smaller Reporting Company

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

The number of shares of common stock outstanding on January 18, 2013 was 35,493,648 (excluding 53,363,135 shares held by the Company as treasury stock).

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## PART I – FINANCIAL INFORMATION

## Item 1. Financial Statements

FAIR ISAAC CORPORATION  
CONDENSED CONSOLIDATED BALANCE SHEETS

	December 31, 2012 (Unaudited)	September 30, 2012
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 90,839	\$ 71,609
Marketable securities available for sale, current portion	—	22,008
Accounts receivable, net	138,159	142,595
Prepaid expenses and other current assets	22,376	23,113
Total current assets	251,374	259,325
Marketable securities available for sale, less current portion	5,496	5,417
Other investments	11,033	11,083
Property and equipment, net	45,788	41,080
Goodwill	769,959	757,504
Intangible assets, net	65,304	52,299
Deferred income taxes	18,158	22,856
Other assets	9,002	9,047
Total assets	<u>\$ 1,176,114</u>	<u>\$ 1,158,611</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 21,509	\$ 18,958
Accrued compensation and employee benefits	30,170	50,043
Other accrued liabilities	40,869	43,645
Deferred revenue	47,455	47,959
Current maturities on long-term debt	49,000	49,000
Total current liabilities	189,003	209,605
Senior notes	455,000	455,000
Other liabilities	23,383	19,600
Total liabilities	<u>667,386</u>	<u>684,205</u>
Commitments and contingencies		
Stockholders' equity:		
Preferred stock (\$0.01 par value; 1,000 shares authorized; none issued and outstanding)	—	—
Common stock (\$0.01 par value; 200,000 shares authorized, 88,857 shares issued and 35,478 and 34,839 shares outstanding at December 31, 2012 and September 30, 2012, respectively)	355	348
Paid-in-capital	1,096,278	1,103,611
Treasury stock, at cost (53,379 and 54,018 shares at December 31, 2012 and September 30, 2012, respectively)	(1,698,250)	(1,718,570)
Retained earnings	1,127,544	1,104,825
Accumulated other comprehensive loss	(17,199)	(15,808)
Total stockholders' equity	508,728	474,406
Total liabilities and stockholders' equity	<u>\$ 1,176,114</u>	<u>\$ 1,158,611</u>

See accompanying notes to condensed consolidated financial statements.

**FAIR ISAAC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME**  
**(Unaudited)**

	<u>Quarter Ended December 31,</u>	
	<u>2012</u>	<u>2011</u>
	<u>(in thousands, except per share data)</u>	
Revenues:		
Transactional and maintenance	\$ 129,898	\$ 114,183
Professional services	32,337	28,693
License	27,785	27,473
Total revenues	<u>190,020</u>	<u>170,349</u>
Operating expenses:		
Cost of revenues (1)	56,148	45,974
Research and development	14,552	13,049
Selling, general and administrative (1)	69,665	57,324
Amortization of intangible assets (1)	3,372	1,930
Restructuring and acquisition-related	3,289	—
Total operating expenses	<u>147,026</u>	<u>118,277</u>
Operating income	42,994	52,072
Interest income	21	88
Interest expense	(7,880)	(7,987)
Other expense, net	(92)	(548)
Income before income taxes	35,043	43,625
Provision for income taxes	11,622	13,628
Net income	<u>23,421</u>	<u>29,997</u>
Other comprehensive income:		
Unrealized losses on investments	—	(15)
Translation adjustments	(1,391)	(2,684)
Comprehensive income	<u>\$ 22,030</u>	<u>\$ 27,298</u>
Earnings per share:		
Basic	<u>\$ 0.67</u>	<u>\$ 0.83</u>
Diluted	<u>\$ 0.65</u>	<u>\$ 0.81</u>
Shares used in computing earnings per share:		
Basic	<u>35,043</u>	<u>36,034</u>
Diluted	<u>36,151</u>	<u>36,887</u>

(1) Cost of revenues and selling, general and administrative expenses exclude the amortization of intangible assets. See Note 5 to the accompanying condensed consolidated financial statements.

See accompanying notes to condensed consolidated financial statements.

**FAIR ISAAC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**  
**(Unaudited)**

	<u>Common Stock</u>		<u>Paid-in-Capital</u>	<u>Treasury Stock</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Par Value</u>					
	(In thousands, except per share data)						
<b>Balance at September 30, 2012</b>	<b>34,839</b>	<b>\$ 348</b>	<b>\$ 1,103,611</b>	<b>\$ (1,718,570)</b>	<b>\$ 1,104,825</b>	<b>\$ (15,808)</b>	<b>\$ 474,406</b>
Share-based compensation	—	—	5,832	—	—	—	5,832
Issuance of treasury stock under employee stock plans	639	7	(14,138)	20,320	—	—	6,189
Tax effect from share-based payment arrangements	—	—	973	—	—	—	973
Dividends paid (\$0.02 per share)	—	—	—	—	(702)	—	(702)
Net income	—	—	—	—	23,421	—	23,421
Translation adjustments	—	—	—	—	—	(1,391)	(1,391)
<b>Balance at December 31, 2012</b>	<b><u>35,478</u></b>	<b><u>\$ 355</u></b>	<b><u>\$1,096,278</u></b>	<b><u>\$ (1,698,250)</u></b>	<b><u>\$ 1,127,544</u></b>	<b><u>\$ (17,199)</u></b>	<b><u>\$508,728</u></b>

See accompanying notes to condensed consolidated financial statements.

**FAIR ISAAC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	<b>Quarter Ended December 31,</b>	
	<b>2012</b>	<b>2011</b>
	<b>(In thousands)</b>	
<b>Cash flows from operating activities:</b>		
Net income	\$ 23,421	\$ 29,997
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	7,973	5,528
Share-based compensation	5,832	4,757
Deferred income taxes	(1,418)	425
Tax effect from share-based payment arrangements	973	1,323
Excess tax benefits from share-based payment arrangements	(2,940)	(1,671)
Net amortization of premium on marketable securities	8	120
Benefit from provision for doubtful accounts, net	92	—
Net loss on sales of property and equipment	280	—
Changes in operating assets and liabilities:		
Accounts receivable	6,754	(12,589)
Prepaid expenses and other assets	45	2,193
Accounts payable	1,748	6,892
Accrued compensation and employee benefits	(20,242)	(10,058)
Other liabilities	8,967	1,873
Deferred revenue	(2,764)	12,359
Net cash provided by operating activities	<u>28,729</u>	<u>41,149</u>
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment	(9,012)	(7,757)
Purchases of marketable securities	—	(23,036)
Proceeds from maturities of marketable securities	22,000	72,509
Cash paid for acquisitions, net of cash acquired	(27,605)	—
Distribution from cost method investees	50	—
Net cash provided by (used in) investing activities	<u>(14,567)</u>	<u>41,716</u>
<b>Cash flows from financing activities:</b>		
Payments on revolving line of credit and other short-term loans	(2,933)	—
Proceeds from issuance of treasury stock under employee stock plans	6,189	15,023
Dividends paid	(702)	(717)
Repurchases of common stock	—	(57,685)
Excess tax benefits from share-based payment arrangements	2,940	1,671
Net cash provided by (used in) financing activities	<u>5,494</u>	<u>(41,708)</u>
<b>Effect of exchange rate changes on cash</b>		
	<u>(426)</u>	<u>(1,534)</u>
Increase in cash and cash equivalents	19,230	39,623
Cash and cash equivalents, beginning of year	71,609	135,752
Cash and cash equivalents, end of year	<u>\$ 90,839</u>	<u>\$ 175,375</u>
<b>Supplemental disclosures of cash flow information:</b>		
Cash paid for income taxes, net of refunds	\$ 1,978	\$ 4,696
Cash paid for interest	\$ 9,011	\$ 9,246

See accompanying notes to condensed consolidated financial statements.

**FAIR ISAAC CORPORATION**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. Nature of Business**

***Fair Isaac Corporation***

Incorporated under the laws of the State of Delaware, Fair Isaac Corporation (“FICO”) is a provider of analytic, software and data management products and services that enable businesses to automate, improve and connect decisions. FICO provides a range of analytical solutions, credit scoring and credit account management products and services to banks, credit reporting agencies, credit card processing agencies, insurers, retailers and healthcare organizations.

In these condensed consolidated financial statements, FICO is referred to as “we,” “us,” “our,” or “FICO”.

***Principles of Consolidation and Basis of Presentation***

We have prepared the accompanying unaudited interim condensed consolidated financial statements in accordance with the instructions to Form 10-Q and the applicable accounting guidance. Consequently, we have not necessarily included in this Form 10-Q all information and footnotes required for audited financial statements. In our opinion, the accompanying unaudited interim condensed consolidated financial statements in this Form 10-Q reflect all adjustments (consisting only of normal recurring adjustments, except as otherwise indicated) necessary for a fair presentation of our financial position and results of operations. These unaudited condensed consolidated financial statements and notes thereto should be read in conjunction with our audited consolidated financial statements and notes thereto presented in our Annual Report on Form 10-K for the year ended September 30, 2012. The interim financial information contained in this report is not necessarily indicative of the results to be expected for any other interim period or for the entire fiscal year.

The condensed consolidated financial statements include the accounts of FICO and its subsidiaries. All intercompany accounts and transactions have been eliminated.

***Use of Estimates***

We make estimates and assumptions that affect the amounts reported in the financial statements and the disclosures made in the accompanying notes. For example, we use estimates in determining the collectibility of accounts receivable; the appropriate levels of various accruals; labor hours in connection with fixed-fee service contracts; the amount of our tax provision and the realizability of deferred tax assets. We also use estimates in determining the remaining economic lives and carrying values of acquired intangible assets, property and equipment, and other long-lived assets. In addition, we use assumptions to estimate the fair value of reporting units and share-based compensation. Actual results may differ from our estimates.

***New Accounting Pronouncements Recently Issued or Adopted***

On May 12, 2011 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2011-04, “*Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*” (ASU 2011-04). This update amends Accounting Standards Codification (ASC) Topic 820, “*Fair Value Measurement and Disclosure.*” ASU 2011-04 clarifies the application of certain existing fair value measurement guidance and

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expands the disclosures for fair value measurements that are estimated using significant unobservable (Level 3) inputs. ASU 2011-04 is effective for annual and interim reporting periods beginning on or after December 15, 2011, which means that it became effective for our fiscal year that began on October 1, 2012. Our adoption of ASU 2011-04 did not have a significant impact on our consolidated financial statements.

On September 15, 2011, the FASB issued ASU No. 2011-08, “*Intangibles—Goodwill and Other (Topic 350): Testing Goodwill for Impairment*” (ASU 2011-08). This update amends the guidance in ASC 350-20 on testing goodwill for impairment. Under the revised guidance, entities testing goodwill for impairment have the option of performing a qualitative assessment before calculating the fair value of the reporting unit (i.e. step 1 of the goodwill impairment test). If entities determine, on the basis of qualitative factors, that the fair value of the reporting unit is more likely than not less than the carrying amount, the two-step impairment test would be required. ASU 2011-08 does not change how goodwill is calculated or assigned to reporting units, nor does it revise the requirement to test goodwill annually for impairment. In addition, ASU 2011-08 does not amend the requirement to test goodwill for impairment between annual tests if events or circumstances warrant; however, it does revise the examples of events and circumstances that an entity should consider. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, which means that it became effective for our fiscal year that began on October 1, 2012. We test our goodwill annually in our fourth fiscal quarter and whenever an event or change in circumstances indicates that the carrying value of the asset may not be recoverable. Our adoption of ASU 2011-08 did not have a significant impact on our consolidated financial statements.

On December 16, 2011 the FASB issued ASU No. 2011-11, “*Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities.*” (ASU 2011-11). ASU 2011-11 provides for additional disclosures of both gross information and net information about both instruments and transactions eligible for offset in the statement of financial position and instruments and transactions subject to an agreement similar to a master netting arrangement. This scope would include derivatives, sale and repurchase agreements and reverse sale and repurchase agreements, and securities borrowing and securities lending arrangements. ASU 2011-11 is effective for fiscal years, and interim periods within those years, beginning on or after January 1, 2013, which means that it will be effective for our fiscal year beginning October 1, 2013. Retrospective adoption is required. We do not believe that adoption of ASU 2011-11 will have a significant impact on our consolidated financial statements.

## **2. Acquisitions**

On November 21, 2012, we acquired 100% of the ownership interest of CR Software, LLC (“CR Software”), a provider of enterprise-class collections and recovery solutions for credit issuers, government organizations, collection agencies, retailers, healthcare and other leading enterprises. The primary objective of the acquisition was to help us accelerate the delivery of robust collections and recovery capabilities to clients across multiple industries and organization sizes.



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We have not yet finalized the purchase consideration as the initial purchase price was subject to a working capital adjustment, which is still pending. The following table summarizes the preliminary consideration paid for CR Software and the preliminary allocation of purchase price to assets acquired and liabilities assumed, recognized based on a valuation at the acquisition date:

	(In thousands)
<b>Consideration</b>	
Cash	\$ 28,816
<b>Acquisition-related costs</b> (included in the company's condensed consolidated statement of income and comprehensive income for the quarter ended December 31, 2012 as a component of restructuring and acquisition-related expense)	\$ 306
<b>Recognized amounts of identifiable assets acquired and liabilities assumed</b>	
Cash and cash equivalents	\$ 1,211
Accounts receivable, net	2,598
Prepaid expenses and other current assets	119
Property and equipment, net	238
Intangible assets	
Completed technology	10,800
Customer relationships	5,500
Trade names	200
Other assets	28
Accounts payable	(400)
Accrued compensation and employee benefits	(506)
Other accrued liabilities	(1,057)
Deferred revenue	(178)
Notes payable to affiliate	(2,925)
Total identifiable net assets	15,628
<b>Goodwill</b>	13,188
<b>Total</b>	\$ 28,816

The acquired identifiable intangible assets have a weighted average useful life of approximately 8.8 years and are being amortized using the straight-line method over their estimated useful lives as follows: completed technology, five to ten years; customer relationships, ten years; and trade names, one year. The goodwill of \$13.2 million arising from the acquisition consists largely of revenue synergies created by market expansion and increasingly rapid innovation for our Collections & Recovery solutions. The goodwill was allocated to our Applications segment and is not deductible for tax purposes. CR Software has been included in our operating results since the acquisition date. The pro forma impact of this acquisition was not deemed material to our results of operations for the periods presented.

### 3. Fair Value Measurements

Fair value is defined as the price that would be received from the sale of an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The accounting guidance establishes a three-level hierarchy for disclosure that is based on the extent and level of judgment used to estimate the fair value of assets and liabilities.

- Level 1—uses unadjusted quoted prices that are available in active markets for identical assets or liabilities. Our Level 1 securities are comprised of money market funds and certain equity securities.
- Level 2—uses inputs other than quoted prices included in Level 1 that are either directly or indirectly observable through correlation with market data. These include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and inputs to valuation models or other pricing methodologies that do not require significant judgment because the inputs used in the model, such as interest rates and volatility, can be corroborated by readily observable market data. Our Level 2 securities are comprised of U.S. government and corporate debt obligations that are generally held to maturity.

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- Level 3—uses one or more significant inputs that are unobservable and supported by little or no market activity, and that reflect the use of significant management judgment. Level 3 assets and liabilities include those whose fair value measurements are determined using pricing models, discounted cash flow methodologies or similar valuation techniques, and significant management judgment or estimation. We do not have any assets or liabilities that are valued using inputs identified under a Level 3 hierarchy.

The following table represents financial assets that we measured at fair value on a recurring basis at December 31, 2012 and September 30, 2012, respectively:

December 31, 2012	<u>Active Markets for Identical Instruments (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u> (In thousands)	<u>Fair Value as of December 31, 2012</u>
<b>Assets:</b>			
Cash equivalents (1)	\$ 13,681	\$ —	\$ 13,681
Marketable securities (3)	5,496	—	5,496
Total	<u>\$ 19,177</u>	<u>\$ —</u>	<u>\$ 19,177</u>
September 30, 2012	<u>Active Markets for Identical Instruments (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u> (In thousands)	<u>Fair Value as of September 30, 2012</u>
<b>Assets:</b>			
Cash equivalents (1)	\$ 644	\$ —	\$ 644
U.S. corporate debt (2)	—	2,008	2,008
U.S. government obligations (2)	—	20,000	20,000
Marketable securities (3)	5,417	—	5,417
Total	<u>\$ 6,061</u>	<u>\$ 22,008</u>	<u>\$ 28,069</u>

- Included in cash and cash equivalents on our balance sheet at December 31, 2012 and September 30, 2012. Not included in this table are cash deposits of \$77.2 million and \$71.0 million at December 31, 2012 and September 30, 2012, respectively.
- Included in current marketable securities on our balance sheet at September 30, 2012.
- Represents securities held under a supplemental retirement and savings plan for certain officers and senior management employees, which are distributed upon termination or retirement of the employees. Included in long-term marketable securities on our balance sheet at December 31, 2012 and September 30, 2012.

Where applicable, we use quoted prices in active markets for identical assets or liabilities to determine fair value. This pricing applies to our Level 1 investments. To the extent quoted prices in active markets for assets or liabilities are not available, the valuation techniques used to measure the fair values of our financial assets incorporate market inputs, which include reported trades, broker/dealer quotes, benchmark yields, issuer spreads, benchmark securities and other inputs derived from or corroborated by observable market data. This methodology applies to our Level 2 investments. We have not changed our valuation techniques in measuring the fair value of any financial assets and liabilities during the period.

For the fair value of our derivative instruments, see Note 4 to the condensed consolidated financial statements.

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### *Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis*

Assets and liabilities measured at fair value on a nonrecurring basis primarily include goodwill and definite-lived intangible assets which are measured at fair value for the purposes of our annual impairment assessment.

#### **4. Derivative Financial Instruments**

We use derivative instruments to manage risks caused by fluctuations in foreign exchange rates. The primary objective of our derivative instruments is to protect the value of foreign currency denominated accounts receivable and cash balances from the effects of volatility in foreign exchange rates that might occur prior to conversion to their functional currency. We principally utilize foreign currency forward contracts, which enable us to buy and sell foreign currencies in the future at fixed exchange rates and economically offset changes in foreign currency exchange rates. We routinely enter into contracts to offset exposures denominated in the British pound, Euro and Canadian dollar.

Foreign currency denominated accounts receivable and cash balances are re-measured at foreign currency rates in effect on the balance sheet date with the effects of changes in foreign currency rates reported in other expense, net. The forward contracts are not designated as hedges and are marked to market through other expense, net. Fair value changes in the forward contracts help mitigate the changes in the value of the re-measured accounts receivable and cash balances attributable to changes in foreign currency exchange rates. The forward contracts are short-term in nature and typically have average maturities at inception of less than three months.

The following tables summarize our outstanding forward foreign currency contracts, by currency, at December 31, 2012 and September 30, 2012:

	December 31, 2012		
	Contract Amount		Fair Value
	Foreign Currency	US\$	US\$
	(In thousands)		
Sell foreign currency:			
Canadian dollar (CAD)	CAD 4,700	\$4,708	\$ —
Euro (EUR)	EUR 5,350	\$7,033	\$ —
Buy foreign currency:			
British pound (GBP)	GBP 4,983	\$8,050	\$ —
	September 30, 2012		
	Contract Amount		Fair Value
	Foreign Currency	US\$	US\$
	(In thousands)		
Sell foreign currency:			
Canadian dollar (CAD)	CAD 2,750	\$2,794	\$ —
Euro (EUR)	EUR 4,060	\$5,255	\$ —
Buy foreign currency:			
British pound (GBP)	GBP 6,131	\$9,950	\$ —

The forward foreign currency contracts were all entered into on December 31, 2012 and September 30, 2012, respectively; therefore, their fair value was \$0.

Losses on derivative financial instruments are recorded in our condensed consolidated statements of income and comprehensive income as a component of other expense, net. These amounts are shown for the quarters ended December 31, 2012 and 2011 in the table below:

	Quarter Ended	Quarter Ended
	December 31, 2012	December 31, 2011
	(In thousands)	
Foreign currency forward contracts	\$ 131	\$ 492

## 5. Goodwill and Intangible Assets

Amortization expense associated with our intangible assets, which has been reflected as a separate operating expense caption within the accompanying condensed consolidated statements of income and comprehensive income, consisted of the following:

	<u>Quarter Ended December 31,</u>	
	<u>2012</u>	<u>2011</u>
	(In thousands)	
Cost of revenues	\$ 1,471	\$ 569
Selling, general and administrative expenses	1,901	1,361
	<u>\$ 3,372</u>	<u>\$ 1,930</u>

Cost of revenues reflects our amortization of completed technology and selling, general and administrative expenses reflects our amortization of other intangible assets. Intangible assets, gross were \$191.8 and \$175.3 million as of December 31, 2012 and September 30, 2012, respectively.

Estimated future intangible asset amortization expense associated with intangible assets existing at December 31, 2012, was as follows (in thousands):

<u>Fiscal year</u>	
Remainder of fiscal 2013	\$ 9,952
2014	11,116
2015	11,015
2016	10,786
2017	9,649
Thereafter	12,786
	<u>\$65,304</u>

The following table summarizes changes to goodwill during the quarter ended December 31, 2012, both in total and as allocated to our segments.

	<u>Applications</u>	<u>Scores</u>	<u>Tools</u>	<u>Total</u>
	(In thousands)			
<b>Balance at September 30, 2012</b>	\$ 542,943	\$ 146,648	\$ 67,913	\$ 757,504
Addition from acquisition	13,188	—	—	13,188
Foreign currency translation adjustment	(614)	—	(119)	(733)
<b>Balance at December 31, 2012</b>	<u>\$ 555,517</u>	<u>\$ 146,648</u>	<u>\$ 67,794</u>	<u>\$ 769,959</u>

## 6. Composition of Certain Financial Statement Captions

The following table summarizes property and equipment, and the related accumulated depreciation and amortization.

	<u>December 31, 2012</u>	<u>September 30, 2012</u>
	(In thousands)	
Property and equipment	\$ 178,567	\$ 189,519
Less: accumulated depreciation and amortization	(132,779)	(148,439)
	<u>\$ 45,788</u>	<u>\$ 41,080</u>

## 7. Revolving Line of Credit

We have a \$200 million unsecured revolving line of credit with a syndicate of banks that expires on September 28, 2016. Proceeds from the credit facility can be used for working capital and general corporate purposes and may also be used for the refinancing of existing debt, acquisitions, and the repurchase of our common stock. Interest on amounts borrowed under the credit facility is based on (i) a base rate, which is the greater of (a) the prime rate and (b) the Federal Funds rate plus 0.50% or (ii) LIBOR plus an applicable margin. The margin on LIBOR borrowings ranges from 1.000% to 1.625% and is determined based on our consolidated leverage ratio. In addition, we must pay utilization fees if borrowings and commitments under the credit facility exceed 50% of the total credit facility commitment, as well as facility fees. The credit facility contains certain restrictive covenants including maintaining a maximum consolidated leverage ratio of 3.0 and a minimum fixed charge ratio of 2.5, and also contains other covenants typical of unsecured facilities. As of December 31, 2012, we had no borrowings outstanding under the credit facility and were in compliance with all financial covenants.

## 8. Senior Notes

In May 2008, we issued \$275 million of Senior Notes in a private placement to a group of institutional investors. The Senior Notes were issued in four series with maturities ranging from 5 to 10 years. The Senior Notes' weighted average interest rate is 6.8% and the weighted average maturity is 7.9 years. In July 2010, we issued \$245 million of Senior Notes in a private placement to a group of institutional investors. The Senior Notes were issued in four series with maturities ranging from 5 to 10 years. The Senior Notes' weighted average interest rate is 5.2% and the weighted average maturity is 8.0 years. These Senior Notes require interest payments semi-annually and also include certain restrictive covenants. As of December 31, 2012, we were in compliance with all financial covenants which include the maintenance of consolidated net debt to consolidated EBITDA and a fixed charge coverage ratio. The issuance of these Senior Notes also required us to make certain covenants typical of unsecured facilities. The carrying value of our Senior Notes was \$504.0 million as of December 31, 2012 and September 30, 2012. The fair value of our Senior Notes was \$517.2 million and \$519.1 million as of December 31, 2012 and September 30, 2012, respectively. These estimated fair values are based on Level 2 inputs.

## 9. Restructuring Expenses

During the quarter ended December 31, 2012, we incurred net charges totaling \$2.5 million primarily consisting of \$1.6 million in facilities charges associated with vacating excess leased space in Minnesota, \$1.1 million in severance charges due to the elimination of 52 positions primarily in the U.S., and a reversal of \$0.2 million of previously recognized severance costs due to favorable adjustments. Cash payments for all the severance costs will be paid by the end of our second quarter of fiscal 2013. Cash payments for all the facilities charges will be paid by fiscal 2014.

The following table summarizes our restructuring accruals and certain FICO facility closures. The current portion and non-current portion is recorded in other accrued current liabilities and other long-term liabilities, respectively, within the accompanying condensed consolidated balance sheets. These balances are expected to be paid by the end of fiscal 2018.

	Accrual at September 30, 2012	Expense Additions	Cash Payments	Expense Reversals	Accrual at December 31, 2012
	(In thousands)				
Facilities charges	\$ 3,333	\$ 1,624	\$ (390)	\$ —	\$ 4,567
Employee separation	2,471	1,095	(2,344)	(253)	969
	<u>5,804</u>	<u>\$ 2,719</u>	<u>\$ (2,734)</u>	<u>\$ (253)</u>	<u>5,536</u>
Less: current portion	(4,944)				(4,384)
Non-current	<u>\$ 860</u>				<u>\$ 1,152</u>

## 10. Income Taxes

### Effective Tax Rate

The effective income tax rate for the three months ended December 31, 2012 was 33.2% compared to 31.2% for the three months ended December 31, 2011. The provision for income taxes during interim quarterly reporting periods is based on our estimates of the effective tax rates for the respective full fiscal year. The effective tax rate in any quarter can also be affected positively or negatively by adjustments that are required to be reported in the specific quarter of resolution. The quarter over quarter increase in our effective tax rate was due to higher percentage of revenue expected in higher taxing jurisdictions.

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The total unrecognized tax benefit for uncertain tax positions at December 31, 2012 and September 30, 2012 is estimated to be approximately \$7.6 million and \$7.5 million, respectively. We recognize interest expense related to unrecognized tax benefits and penalties as part of the provision for income taxes in our consolidated statements of income and comprehensive income. As of December 31, 2012 and September 30, 2012, we have accrued interest of \$0.7 million related to the unrecognized tax benefits.

### 11. Share-Based Payments

We maintain the 2012 Long-Term Incentive Plan (the "2012 Plan") under which we could grant all types of equity awards, including stock options, stock appreciation rights, restricted stock awards, stock unit awards and other stock-based awards. All employees, consultants and advisors of FICO or any subsidiary, as well as all non-employee directors are eligible to receive awards under the 2012 Plan. We also have two other stock option plans under which awards are currently outstanding, the 1992 Long-term Incentive Plan, which was adopted in February 1992 and expired in February 2012, and the 2003 Employment Inducement Award Plan, which was adopted in November 2003 and terminated in February 2012. Stock option awards granted typically have a maximum term of seven years and vest ratably over four years. Stock option awards granted prior to October 1, 2005 under the 1992 Plan typically had a maximum term of ten years and vested ratably over four years.

The following table summarizes option activity during the quarter ended December 31, 2012:

	<u>Shares</u> <u>(In thousands)</u>	<u>Weighted-</u> <u>average</u> <u>Price</u>	<u>Weighted-</u> <u>average</u> <u>Remaining</u> <u>Contractual</u> <u>Term</u> <u>(In years)</u>	<u>Aggregate</u> <u>Intrinsic</u> <u>Value</u> <u>(In thousands)</u>
Outstanding at October 1, 2012	4,034	\$ 33.01		
Granted	546	41.92		
Exercised	(459)	31.05		
Forfeited	(98)	23.07		
Expired	(141)	47.03		
Outstanding at December 31, 2012	<u>3,882</u>	\$ 34.24	<u>4.49</u>	\$ <u>31,815</u>
Options exercisable at December 31, 2012	<u>1,848</u>	\$ 33.72	<u>2.80</u>	\$ <u>16,205</u>

The following table summarizes restricted stock unit activity during the quarter ended December 31, 2012:

	<u>Shares</u> <u>(In thousands)</u>	<u>Weighted-</u> <u>average</u> <u>Price</u>
Outstanding at October 1, 2012	1,732	\$ 33.31
Granted	721	41.86
Released	(398)	29.17
Forfeited	(49)	29.25
Outstanding at December 31, 2012	<u>2,006</u>	\$ <u>37.31</u>

## 12. Earnings Per Share

The following reconciles the numerators and denominators of basic and diluted earnings per share ("EPS"):

	Quarter Ended December 31,	
	2012	2011
	(In thousands, except per share data)	
Numerator for diluted and basic earnings per share:		
Net Income	\$ 23,421	\$ 29,997
Denominator—share:		
Basic weighted-average shares	35,043	36,034
Effect of dilutive securities	1,108	853
Diluted weighted-average shares	36,151	36,887
Earnings per share:		
Basic	\$ 0.67	\$ 0.83
Diluted	\$ 0.65	\$ 0.81

The computation of diluted EPS for the quarters ended December 31, 2012 and 2011 excludes options to purchase approximately 257,000 and 2,929,000 shares of common stock, respectively, because the options' exercise prices exceeded the average market price of our common stock in these periods and their inclusion would be antidilutive.

## 13. Segment Information

We are organized into the following three reportable segments to align with internal management of our worldwide business operations based on product offerings.

- *Applications.* Our Applications products are pre-configured Decision Management applications and associated professional services, designed for a specific type of business problem or process, such as marketing, account origination, customer management, fraud and insurance claims management.
- *Scores.* This segment includes our business-to-business scoring solutions, our myFICO® solutions for consumers and associated professional services. Our scoring solutions give our clients access to analytics that can be easily integrated into their transaction streams and decision-making processes. Our scoring solutions are distributed through major credit reporting agencies, as well as services through which we provide our scores to clients directly.
- *Tools.* The Tools segment is composed of software tools and associated professional services that clients can use to create their own custom Decision Management applications.

Our Chief Executive Officer evaluates segment financial performance based on segment revenues and segment operating income. Segment operating expenses consist of direct and indirect costs principally related to personnel, facilities, consulting, travel and depreciation. Indirect costs are allocated to the segments generally based on relative segment revenues, fixed rates established by management based upon estimated expense contribution levels and other assumptions that management considers reasonable. We do not allocate share-based compensation expense, restructuring expense, amortization expense, various corporate charges and certain other income and expense measures to our segments. These income and expense items are not allocated because they are not considered in evaluating the segment's operating performance. Our Chief Executive Officer does not evaluate the financial performance of each segment based on its respective assets or capital expenditures; rather, depreciation amounts are allocated to the segments from their internal cost centers as described above.

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The following tables summarize segment information for the quarters ended December 31, 2012 and 2011:

	Quarter ended December 31, 2012				
	Applications	Scores	Tools	Unallocated Corporate Expenses	Total
	(In thousands)				
Segment revenues:					
Transactional and maintenance	\$ 79,625	\$ 42,437	\$ 7,836	\$ —	\$ 129,898
Professional services	26,159	903	5,275	—	32,337
License	18,923	107	8,755	—	27,785
Total segment revenues	<u>124,707</u>	<u>43,447</u>	<u>21,866</u>	<u>—</u>	<u>190,020</u>
Segment operating expense	<u>(91,735)</u>	<u>(13,781)</u>	<u>(18,405)</u>	<u>(10,612)</u>	<u>(134,533)</u>
Segment operating income	<u>\$ 32,972</u>	<u>\$ 29,666</u>	<u>\$ 3,461</u>	<u>\$ (10,612)</u>	<u>55,487</u>
Unallocated share-based compensation expense					(5,832)
Unallocated amortization expense					(3,372)
Unallocated restructuring and acquisition-related					(3,289)
Operating income					42,994
Unallocated interest income					21
Unallocated interest expense					(7,880)
Unallocated other expense, net					(92)
Income before income taxes					<u>\$ 35,043</u>
Depreciation expense	<u>\$ 3,285</u>	<u>\$ 216</u>	<u>\$ 471</u>	<u>\$ 629</u>	<u>\$ 4,601</u>
	Quarter ended December 31, 2011				
	Applications	Scores	Tools	Unallocated Corporate Expenses	Total
	(In thousands)				
Segment revenues:					
Transactional and maintenance	\$ 64,272	\$ 42,197	\$ 7,714	\$ —	\$ 114,183
Professional services	24,327	288	4,078	—	28,693
License	21,617	57	5,799	—	27,473
Total segment revenues	<u>110,216</u>	<u>42,542</u>	<u>17,591</u>	<u>—</u>	<u>170,349</u>
Segment operating expense	<u>(70,090)</u>	<u>(13,295)</u>	<u>(15,341)</u>	<u>(12,864)</u>	<u>(111,590)</u>
Segment operating income	<u>\$ 40,126</u>	<u>\$ 29,247</u>	<u>\$ 2,250</u>	<u>\$ (12,864)</u>	<u>58,759</u>
Unallocated share-based compensation expense					(4,757)
Unallocated amortization expense					(1,930)
Operating income					52,072
Unallocated interest income					88
Unallocated interest expense					(7,987)
Unallocated other expense, net					(548)
Income before income taxes					<u>\$ 43,625</u>
Depreciation expense	<u>\$ 2,795</u>	<u>\$ 220</u>	<u>\$ 373</u>	<u>\$ 210</u>	<u>\$ 3,598</u>



**14. Contingencies**

We are in disputes with certain customers regarding amounts owed in connection with the sale of certain of our products and services. We also have had claims asserted by former employees relating to compensation and other employment matters. We are also involved in various other claims and legal actions arising in the ordinary course of business. We record litigation accruals for legal matters which are both probable and estimable. For legal proceedings for which there is a reasonable possibility of loss (meaning those losses for which the likelihood is more than remote but less than probable), we have determined we do not have material exposure on an aggregate basis.

**Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

**FORWARD LOOKING STATEMENTS**

Statements contained in this report that are not statements of historical fact should be considered forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Act"). In addition, certain statements in our future filings with the Securities and Exchange Commission ("SEC"), in press releases, and in oral and written statements made by us or with our approval that are not statements of historical fact constitute forward-looking statements within the meaning of the Act. Examples of forward-looking statements include, but are not limited to: (i) projections of revenue, income or loss, earnings or loss per share, the payment or nonpayment of dividends, capital structure and other statements concerning future financial performance; (ii) statements of our plans and objectives by our management or Board of Directors, including those relating to products or services, research and development, and the sufficiency of capital resources; (iii) statements of assumptions underlying such statements, including those related to economic conditions; (iv) statements regarding business relationships with vendors, customers or collaborators, including the proportion of revenues generated from international as opposed to domestic customers; and (v) statements regarding products, their characteristics, performance, sales potential or effect in the hands of customers. Words such as "believes," "anticipates," "expects," "intends," "targeted," "should," "potential," "goals," "strategy," and similar expressions are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. Forward-looking statements involve risks and uncertainties that may cause actual results to differ materially from those in such statements. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to, those described in Part II, Item 1A, Risk Factors. The performance of our business and our securities may be adversely affected by these factors and by other factors common to other businesses and investments, or to the general economy. Forward-looking statements are qualified by some or all of these risk factors. Therefore, you should consider these risk factors with caution and form your own critical and independent conclusions about the likely effect of these risk factors on our future performance. Such forward-looking statements speak only as of the date on which statements are made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made to reflect the occurrence of unanticipated events or circumstances. Readers should carefully review the disclosures and the risk factors described in this and other documents we file from time to time with the SEC, including our reports on Forms 10-Q and 8-K to be filed by FICO in fiscal 2013.

**OVERVIEW**

We are a leader in Decision Management solutions that enable businesses to automate, improve and connect decisions to enhance business performance. Our predictive analytics, which include the industry standard FICO® score, and our Decision Management systems power billions of customer decisions each year. We help companies acquire customers more efficiently, increase customer value, reduce fraud and credit losses, lower operating expenses and enter new markets more profitably. Our clients utilize our products and services to facilitate a variety of business processes, including customer marketing and acquisition, account origination, credit and underwriting risk management, fraud loss prevention and control, and client account and policyholder management. Most leading banks and credit card issuers rely on our solutions, as do many insurers, retailers, healthcare organizations, pharmaceutical companies and government agencies. We also serve consumers through online services that enable people to purchase and understand their FICO® scores, the standard measure in the United States of credit risk, empowering them to manage their financial health.

A significant portion of our revenues are derived from the sale of products and services within the consumer banking industry, and 72% and 75% of our revenues were derived from within this industry during the quarters ended December 31, 2012 and 2011, respectively. Our remaining revenues are primarily derived from the insurance, healthcare and retail industries. Our revenues derived from clients outside the United States have generally grown, and may in the future grow more rapidly than our revenues from domestic clients. International revenues totaled \$75.3 million and \$72.3 million during the quarters ended December 31, 2012 and 2011, respectively, representing 40% and 42% of total consolidated revenues in each of these periods.

A significant portion of our revenues are derived from transactional or unit-based software license fees, annual license fees under long-term software license arrangements, transactional fees derived under scoring, network service or internal hosted software arrangements, and annual software maintenance fees. Arrangements with transactional or unit-based pricing accounted for approximately 68% and 67% of our revenues during the quarters ended December 31, 2012 and 2011, respectively. The recurrence of these revenues is, to a significant degree, dependent upon our clients' continued usage of our products and services in their business activities. The more significant activities underlying the use of our products in these areas include: credit and debit card usage or active account levels; lending acquisition, origination and customer management activity; and customer acquisition, cross selling and retention programs. We also derive revenues from other sources which generally do not recur and include, but are not limited to, perpetual or time-based licenses with upfront payment terms and non-recurring consulting service arrangements.

## Bookings

Management uses bookings as an indicator of our business performance. Bookings represent contracts signed in the current reporting period that will generate current and future revenue streams. We consider contract terms, knowledge of the marketplace and experience with our customers, among other factors, when determining the estimated value of contract bookings.

Bookings calculations have varying degrees of certainty depending on the revenue type and individual contract terms. Our revenue types are transactional and maintenance, professional services and license. Our estimate of bookings is as of the end of the period in which a contract is signed, and we do not update our initial booking estimates in future periods for changes between estimated and actual results. Actual revenue and the timing thereof could differ materially from our initial estimates. The following paragraphs discuss the key assumptions used to calculate bookings and the susceptibility of these assumptions to variability.

### *Transactional and Maintenance Bookings*

We calculate transactional bookings as the total estimated volume of transactions or number of accounts under contract, multiplied by a contractual rate. Transactional contracts generally span multiple years and require us to make estimates about future transaction volumes or number of active accounts. We develop estimates from discussions with our customers and examinations of historical data from similar products and customer arrangements. Differences between estimated bookings and actual results occur due to variability in the volume of transactions or number of active accounts estimated. This variability is primarily caused by the following:

- The health of the economy and economic trends in our customers' industries;
- Individual performance of our customers relative to their competitors; and
- Regulatory and other factors that affect the business environment in which our customers operate.

We calculate maintenance bookings directly from the terms stated in the contract.

### *Professional Services Bookings*

We calculate professional services bookings as the estimated number of hours to complete a project multiplied by the rate per hour. We estimate the number of hours based on our understanding of the project scope, conversations with customer personnel and our experience in estimating professional services projects. Estimated bookings may differ from actual results primarily due to differences in the actual number of hours incurred. These differences typically result from customer decisions to alter the mix of FICO and internal services resources used to complete a project.

### *License Bookings*

Licenses are sold on a perpetual or term basis and bookings generally equal the fixed amount stated in the contract.

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### Bookings Trend Analysis

	<u>Bookings</u> <u>(in millions)</u>	<u>Bookings</u> <u>Yield*</u>	<u>Number of</u> <u>Bookings</u> <u>over \$1</u> <u>Million</u>	<u>Weighted-</u> <u>Average</u> <u>Term</u> <u>(months)</u>
Quarter ended December 31, 2012	\$ 82.0	33%	10	28
Quarter ended December 31, 2011	\$ 59.2	21%	14	22

\* Bookings yield represents the percentage of revenue recognized from bookings for the periods indicated.

Transactional and maintenance bookings were 33% and 33% of total bookings for the quarters ended December 31, 2012 and 2011, respectively. Professional services bookings were 34% and 46% of total bookings for the quarters ended December 31, 2012 and 2011, respectively. License bookings were 33% and 21% of total bookings for the quarters ended December 31, 2012 and 2011, respectively.

The weighted-average term of bookings achieved measures the average term over which the bookings are expected to be recognized as revenue. As the weighted-average term increases, the average amount of revenues expected to be realized in a quarter decreases; however, the revenues are expected to be recognized over a longer period of time. As the weighted-average term decreases, the average amount of revenues expected to be realized in a quarter increases; however, the revenues are expected to be recognized over a shorter period of time.

Management regards the volume of bookings achieved, among other factors, as an important indicator of future revenues, but they are not comparable to, nor should they be substituted for, an analysis of our revenues, and they are subject to a number of risks and uncertainties concerning timing and contingencies affecting product delivery and performance.

Although many of our contracts contain noncancelable terms, most of our bookings are transactional or service related and are dependent upon estimates such as volume of transactions, number of active accounts, or number of hours incurred. Since these estimates cannot be considered fixed or firm, we do not believe it is appropriate to characterize bookings as backlog.

## RESULTS OF OPERATIONS

### Revenues

The following table sets forth certain summary information on a segment basis related to our revenues for the fiscal periods indicated:

<u>Segment</u>	<u>Quarter Ended December 31,</u>		<u>Percentage of Revenues</u>		<u>Period-to-Period</u> <u>Change</u> <u>(In thousands)</u>	<u>Period-to-Period</u> <u>Percentage</u> <u>Change</u>
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>		
	<u>(In thousands)</u>					
Applications	\$ 124,707	\$ 110,216	66%	65%	\$ 14,491	13%
Scores	43,447	42,542	23%	25%	905	2%
Tools	21,866	17,591	11%	10%	4,275	24%
Total revenue	<u>\$ 190,020</u>	<u>\$ 170,349</u>	<u>100%</u>	<u>100%</u>	19,671	12%

[Table of Contents](#)**Quarter Ended December 31, 2012 Compared to Quarter Ended December 31, 2011****Applications**

	<b>Quarter Ended December 31,</b>		<b>Period-to-Period Change</b>	<b>Period-to-Period Percentage Change</b>
	<b>2012</b>	<b>2011</b>		
	<b>(In thousands)</b>		<b>(In thousands)</b>	
Transactional and maintenance	\$ 79,625	\$ 64,272	\$ 15,353	24%
Professional services	26,159	24,327	1,832	8%
License	18,923	21,617	(2,694)	(12)%
Total	<u>\$ 124,707</u>	<u>\$ 110,216</u>	14,491	13%

Applications segment revenues increased \$14.5 million primarily due to a \$13.1 million increase in our *mobility* solutions, a \$5.2 million increase in our *customer management* solutions and a \$5.0 million increase in our *marketing* solutions, partially offset by a \$12.1 million decrease in our *fraud solutions*.

The increase in *mobility* solutions was due to our Adeptra acquisition in September 2012. The increase in *customer management* solutions was due to increased license and services revenues. The increase in *marketing solutions* was primarily attributable to an increase in license and transactional revenue, largely driven by recognition of previously deferred revenue from the early termination of a large customer. The decrease in *fraud solutions* revenues was primarily due to a decrease in software revenue attributable to large multi-year license transactions during the quarter ended December 31, 2011.

**Scores**

	<b>Quarter Ended December 31,</b>		<b>Period-to-Period Change</b>	<b>Period-to-Period Percentage Change</b>
	<b>2012</b>	<b>2011</b>		
	<b>(In thousands)</b>		<b>(In thousands)</b>	
Transactional and maintenance	\$ 42,437	\$ 42,197	\$ 240	1%
Professional services	903	288	615	214%
License	107	57	50	88%
Total	<u>\$ 43,447</u>	<u>\$ 42,542</u>	905	2%

Scores segment revenues increased \$0.9 million due to an increase of \$0.8 million in our business-to-business Scores revenue and an increase of \$0.1 million in our myFICO business-to-consumer services revenue. The increase in our business-to-business Scores was primarily attributable to an increase in Credit Bureau Risk Scores revenue, partially offset by a decrease in PreScore revenue.

During the quarters ended December 31, 2012 and 2011, revenues generated from our agreements with Equifax, TransUnion and Experian collectively accounted for approximately 15% and 17%, respectively, of our total revenues, including revenues from these customers that are recorded in our other segments.

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**Tools**

	<u>Quarter Ended December 31,</u>		<u>Period-to-Period Change</u>	<u>Period-to-Period Percentage Change</u>
	<u>2012</u>	<u>2011</u>		
	(In thousands)			
Transactional and maintenance	\$ 7,836	\$ 7,714	\$ 122	2%
Professional services	5,275	4,078	1,197	29%
License	8,755	5,799	2,956	51%
Total	<u>\$ 21,866</u>	<u>\$ 17,591</u>	4,275	24%

Tools segment revenues increased \$4.3 million primarily due to increased license revenue, which was mainly attributable to an increase in sales of our Blaze product and third-party products in our *rules management* tools, partially offset by a decrease in our *optimization* tools; as well as increased professional services revenue related to our Blaze product.

**Operating Expenses and Other Income (Expense)**

The following table sets forth certain summary information related to our statements of income and comprehensive income for the fiscal periods indicated:

	<u>Quarter Ended December 31,</u>		<u>Percentage of Revenues</u>		<u>Period-to-Period Change</u>	<u>Period-to-Period Percentage Change</u>
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>		
	(In thousands, except employees)				(In thousands, except employees)	
Revenues	\$ 190,020	\$ 170,349	100%	100%	\$ 19,671	12%
Operating expenses:						
Cost of revenues	56,148	45,974	29%	27%	10,174	22%
Research and development	14,552	13,049	8%	8%	1,503	12%
Selling, general and administrative	69,665	57,324	37%	33%	12,341	22%
Amortization of intangible assets	3,372	1,930	2%	1%	1,442	75%
Restructuring and acquisition-related	3,289	—	2%	— %	3,289	— %
Total operating expenses	<u>147,026</u>	<u>118,277</u>	<u>78%</u>	<u>69%</u>	28,749	24%
Operating income	42,994	52,072	22%	31%	(9,078)	(17)%
Interest income	21	88	— %	— %	(67)	(76)%
Interest expense	(7,880)	(7,987)	(4)%	(5)%	107	(1)%
Other expense, net	(92)	(548)	— %	— %	456	(83)%
Income from operations before income taxes	35,043	43,625	18%	26%	(8,582)	(20)%
Provision for income taxes	11,622	13,628	6%	8%	(2,006)	(15)%
Net income	<u>\$ 23,421</u>	<u>\$ 29,997</u>	<u>12%</u>	<u>18%</u>	(6,576)	(22)%
Number of employees at quarter end	2,404	2,047			357	

### ***Cost of Revenues***

Cost of revenues consists primarily of employee salaries and benefits for personnel directly involved in developing, installing and supporting revenue products; travel costs; overhead costs; costs of computer service bureaus; internal network hosting costs; amounts payable to credit reporting agencies for scores; software costs; and expenses related to our business-to-consumer services.

Cost of revenues as a percentage of revenues increased to 29% for the quarter ended December 31, 2012 from 27% for the quarter ended December 31, 2011. The \$10.2 million increase was primarily due to a \$4.7 million increase in third party software and data costs, a \$2.2 million increase in personnel and labor costs, and a \$1.7 million increase in outside services cost. The increase in third party software and data costs was mainly related to integration of lower-margin products from our Adepra acquisition in September 2012, as well as an increase in sales of our other products that require data acquisition. The increase in personnel and costs was primarily attributable to the increased headcount as a result of our recent acquisitions. The increase in outside services cost was due to an increase in use of external contractors as a result of increased services revenue.

Over the next several quarters, we expect cost of revenues as a percentage of revenues will be consistent with or slightly higher than those incurred during the quarter ended December 31, 2012.

### ***Research and Development***

Research and development expenses include personnel and related overhead costs incurred in the development of new products and services, including research of mathematical and statistical models and development of new versions of Applications and Tools products.

The quarter over quarter increase of \$1.5 million in research and development expenses was mainly due to a \$1.5 million increase in personnel and labor costs, attributable to the increased headcount as a result of our recent acquisitions. Research and development as a percentage of revenues was 8% during the quarter ended December 31, 2012, consistent with the quarter ended December 31, 2011.

Over the next several quarters, we expect that research and development expenditures as a percentage of revenues will be consistent with or slightly higher than those incurred during the quarter ended December 31, 2012.

### ***Selling, General and Administrative***

Selling, general and administrative expenses consist principally of employee salaries and benefits; travel costs; overhead costs; advertising and other promotional expenses; corporate facilities expenses; legal expenses; business development expenses and the cost of operating computer systems.

Selling, general and administrative expenses as a percentage of revenues increased to 37% for the quarter end December 31, 2012 from 33% for the quarter ended December 31, 2011. The \$12.3 million increase was primarily attributable to a \$10.8 million increase in labor and personnel costs and a \$2.6 million increase in other costs, partially offset by a \$1.7 million decrease in marketing expenses. The increase in labor and personnel costs was primarily due to the increased headcount as a result of our recent acquisitions, as well as an increase in sales commission expense for the quarter ended December 31, 2012. The decrease in marketing expenses was due to a company marketing event held during the quarter ended December 31, 2011.

Over the next several quarters, we expect that selling, general and administrative expenses as a percentage of revenues will be consistent with or slightly higher than those incurred during the quarter ended December 31, 2012.

### ***Amortization of Intangible Assets***

Amortization of intangible assets consists of amortization expense related to intangible assets recorded in connection with acquisitions accounted for by the acquisition method of accounting. Our definite-lived intangible assets, consisting primarily of completed technology and customer contracts and relationships, are being amortized using the straight-line method over periods ranging from one to fifteen years.

The quarter over quarter increase of \$1.4 million in amortization expense was attributable to the addition of intangible assets associated with our recent acquisitions of Entiera, Adepra and CR Software, partially offset by certain intangible assets associated with our Dash acquisition becoming fully amortized in January 2012.

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Over the next several quarters we expect that amortization expense will be slightly lower than the amortization expense we recorded during the quarter ended December 31, 2012 due to certain intangible assets associated with our London Bridge acquisition becoming fully amortized.

### ***Restructuring and Acquisition-related***

During the quarter ended December 31, 2012, we incurred net charges totaling \$2.5 million primarily consisting of \$1.6 million in facilities charges associated with vacating excess leased space in Minnesota, \$1.1 million in severance charges due to the elimination of 52 positions primarily in the U.S., and a reversal of \$0.2 million of previously recognized severance costs due to favorable adjustments. Cash payments for all the severance costs will be paid by the end of our second quarter of fiscal 2013. Cash payments for all the facilities charges will be paid by fiscal 2014.

During the quarter ended December 31, 2012, we also incurred \$0.8 million in acquisition-related cost, mainly associated with our CR Software acquisition.

There were no restructuring and acquisition-related charges during the quarter ended December 31, 2011.

### ***Interest Income***

Interest income is derived primarily from the investment of funds in excess of our immediate operating requirements. The quarter over quarter decrease in interest income of \$0.1 million was attributable to lower average investment balances during the quarter ended December 31, 2012.

### ***Interest Expense***

The quarter over quarter decrease in interest expense of \$0.1 million was attributable to an \$8.0 million principal payment in May 2012 on the Senior Notes issued in May 2008 resulting in lower average debt balance for the quarter ended December 31, 2012.

Over the next several quarters we expect that interest expense will be lower than levels recorded during the quarter ended December 31, 2012 due to \$49 million principal payment due in May 2013.

### ***Other Expense, Net***

Other expense, net consists primarily of realized investment gains/losses, exchange rate gains/losses resulting from re-measurement of foreign-denominated receivable and cash balances into the U.S. dollar functional currency at period-end market rates, net of the impact of offsetting forward exchange contracts, and other non-operating items.

Other expense, net in the quarters ended December 31, 2012 and 2011 primarily consisted of foreign exchange currency losses.

### ***Provision for Income Taxes***

The effective income tax rate for the three months ended December 31, 2012 was 33.2% compared to 31.2% for the three months ended December 31, 2011. The provision for income taxes during interim quarterly reporting periods is based on our estimates of the effective tax rates for the respective full fiscal year. The effective tax rate in any quarter can also be affected positively or negatively by adjustments that are required to be reported in the specific quarter of resolution. The quarter over quarter increase in our effective tax rate was due to a higher percentage of revenue expected in higher taxing jurisdictions.

### ***Operating Income***

The following table sets forth certain summary information on a segment basis related to our operating income for the fiscal periods indicated.



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Segment	Quarter Ended December 31,		Period-to-Period Change	Period-to-Period Percentage Change
	2012	2011		
	(In thousands)		(In thousands)	
Applications	\$ 32,972	\$ 40,126	\$ (7,154)	(18)%
Scores	29,666	29,247	419	1%
Tools	3,461	2,250	1,211	54%
Corporate expenses	(10,612)	(12,864)	2,252	(18)%
Total segment operating income	55,487	58,759	(3,272)	(6)%
Unallocated share-based compensation	(5,832)	(4,757)	(1,075)	23%
Unallocated amortization expense	(3,372)	(1,930)	(1,442)	75%
Unallocated restructuring and acquisition-related	(3,289)	—	(3,289)	— %
Operating income	\$ 42,994	\$ 52,072	(9,078)	(17)%

### Applications

	Quarter Ended December 31,		Percentage of Revenues	
	2012	2011	2012	2011
	(In thousands)			
Segment revenues	\$ 124,707	\$ 110,216	100%	100%
Segment operating expense	(91,735)	(70,090)	(74)%	(64)%
Segment operating income	\$ 32,972	\$ 40,126	26%	36%

### Scores

	Quarter Ended December 31,		Percentage of Revenues	
	2012	2011	2012	2011
	(In thousands)			
Segment revenues	\$ 43,447	\$ 42,542	100%	100%
Segment operating expense	(13,781)	(13,295)	(32)%	(31)%
Segment operating income	\$ 29,666	\$ 29,247	68%	69%

### Tools

	Quarter Ended December 31,		Percentage of Revenues	
	2012	2011	2012	2011
	(In thousands)			
Segment revenues	\$ 21,866	\$ 17,591	100%	100%
Segment operating expense	(18,405)	(15,341)	(84)%	(87)%
Segment operating income	\$ 3,461	\$ 2,250	16%	13%

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The quarter over quarter \$9.1 million decrease in operating income was mainly attributable to a \$25.2 million increase in segment operating expenses, a \$3.3 million increase in restructuring and acquisition-related cost, partially offset by a \$19.7 million increase in segment revenues.

At the segment level, the quarter over quarter \$3.3 million decrease in segment operating income was driven by a \$7.2 million decrease in segment operating income in our Applications segment, partially offset by a \$2.3 million decrease in corporate operating expenses, a \$1.2 million increase in our Tools segment operating income, and a \$0.4 million increase in our Scores segment operating income.

The quarter over quarter decrease in Applications segment operating income was due to a \$21.7 million increase in segment operating expenses, partially offset by a \$14.5 million increase in segment revenue primarily attributable to an increase in our *mobility* solutions revenue. Segment operating income as a percentage of segment revenue for Applications decreased from 36% to 26% mainly due to integration of lower margin products from our Adepra acquisition, as well as a decrease in sales of our higher margin software products.

The quarter over quarter increase in Tools segment operating income was attributable primarily to a \$4.3 million increase in segment revenue, partially offset by \$3.1 million increase in segment operating expense. Segment operating income as a percentage of segment revenue for Tools increased from 13% to 16% mainly due to an increase in sales of our higher margin software products.

## Capital Resources and Liquidity

### Outlook

As of December 31, 2012, we had \$90.8 million in cash, cash equivalents and short-term marketable security investments. We believe that these balances, as well as available borrowings from our \$200 million revolving line of credit and anticipated cash flows from operating activities, will be sufficient to fund our working and other capital requirements as well as the \$49.0 million principal payment due in May 2013 on our Senior Notes issued in May 2008. Under our current financing arrangements we have no other significant debt obligations maturing over the next twelve months. In the normal course of business, we evaluate the merits of acquiring technology or businesses, or establishing strategic relationships with or investing in these businesses. We may elect to use available cash and cash equivalents and marketable security investments to fund such activities in the future. In the event additional needs for cash arise, or if we refinance our existing debt, we may raise additional funds from a combination of sources, including the potential issuance of debt or equity securities. Additional financing might not be available on terms favorable to us, or at all. If adequate funds were not available or were not available on acceptable terms, our ability to take advantage of unanticipated opportunities or respond to competitive pressures could be limited.

### Summary of Cash Flows

	Quarter Ended December 31,	
	2012	2011
	(in thousands)	
Cash provided by/(used in):		
Operating activities	\$ 28,729	\$ 41,149
Investing activities	(14,567)	41,716
Financing activities	5,494	(41,708)
Effect of exchange rate changes on cash	(426)	(1,534)
Increase in cash and cash equivalents	<u>\$ 19,230</u>	<u>\$ 39,623</u>

### Cash Flows from Operating Activities

Our primary method for funding operations and growth has been through cash flows generated from operating activities. Net cash provided by operating activities decreased to \$28.7 during the quarter ended December 31, 2012 from \$41.1 million during the quarter ended December 31, 2011. The decrease was primarily attributable to lower income for the quarter ended December 31, 2012, as well as a decrease caused by the timing of receipts and payments in the ordinary course of business, including a \$10.2 million decrease from timing of accrued compensation and employee benefits payments.

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### *Cash Flows from Investing Activities*

Net cash used in investing activities totaled \$14.6 million for the quarter ended December 31, 2012 compared to net cash provided of \$41.7 million for the quarter ended December 31, 2011. The change was primarily driven by \$27.6 million net cash used for the acquisition of CR Software, as well as a \$27.5 million decrease in proceeds from sales and maturities of marketable securities, net of purchases, during the quarter ended December 31, 2012.

### *Cash Flows from Financing Activities*

Net cash provided by financing activities totaled \$5.5 million during the quarter ended December 31, 2012 compared to net cash used of \$41.7 million during the quarter ended December 31, 2011. The change was primarily due to \$57.7 million of common stock repurchased in the quarter ended December 31, 2011, partially offset by a decrease in cash generated from stock option exercises during the quarter ended December 31, 2012.

### **Repurchases of Common Stock**

In August 2012, our Board of Directors approved a stock repurchase program to acquire shares of our common stock up to an aggregate cost of \$150.0 million in the open market or in negotiated transactions. As of December 31, 2012, no purchase has been made under this authorization.

### **Dividends**

During the quarter ended December 31, 2012, we paid a quarterly dividend of two cents per common share, which is representative of the eight cents per year dividend we have paid in recent years. Our dividend rate is set by the Board of Directors on a quarterly basis taking into account a variety of factors, including among others, our operating results and cash flows, general economic and industry conditions, our obligations, changes in applicable tax laws and other factors deemed relevant by the Board. Although we expect to continue to pay dividends at the current rate, our dividend rate is subject to change from time to time based on the Board's business judgment with respect to these and other relevant factors.

### **Revolving Line of Credit**

We have a \$200 million unsecured revolving line of credit with a syndicate of banks that expires on September 28, 2016. Proceeds from the credit facility can be used for working capital and general corporate purposes and may also be used for the refinancing of existing debt, acquisitions, and the repurchase of the Company's common stock. Interest on amounts borrowed under the credit facility is based on (i) a base rate, which is the greater of (a) the prime rate and (b) the Federal Funds rate plus 0.50% or (ii) LIBOR plus an applicable margin. The margin on LIBOR borrowings ranges from 1.000% to 1.625% and is determined based on our consolidated leverage ratio. In addition, we must pay utilization fees if borrowings and commitments under the credit facility exceed 50% of the total credit facility commitment, as well as facility fees. The credit facility contains certain restrictive covenants including maintaining a maximum consolidated leverage ratio of 3.0 and a minimum fixed charge ratio of 2.5, and also contains other covenants typical of unsecured facilities. As of December 31, 2012, we had no borrowings outstanding under the credit facility and were in compliance with all financial covenants.

### **Senior Notes**

In May 2008, we issued \$275 million of Senior Notes in a private placement to a group of institutional investors. These Senior Notes' weighted average interest rate is 6.8% and the weighted average maturity is 7.9 years. In July 2010, we issued \$245 million of Senior Notes in a private placement to a group of institutional investors. These Senior Notes have a weighted average interest rate of 5.20% and a weighted average maturity of 8 years. All of the Senior Notes are subject to certain restrictive covenants that are substantially similar to those in the credit agreement for the revolving credit facility, including maintenance of consolidated leverage and fixed charge coverage ratios. The purchase agreements for the Senior Notes also include covenants typical of unsecured facilities. As of December 31, 2012 we were in compliance with all financial covenants under these facilities.

## Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

## Critical Accounting Policies and Estimates

We prepare our consolidated financial statements in conformity with U.S. generally accepted accounting principles. These accounting principles require management to make certain judgments and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We periodically evaluate our estimates including those relating to revenue recognition, the allowance for doubtful accounts, goodwill and other intangible assets resulting from business acquisitions, share-based compensation, income taxes and contingencies and litigation. We base our estimates on historical experience and various other assumptions that we believe to be reasonable based on the specific circumstances, the results of which form the basis for making judgments about the carrying value of certain assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

We believe the following critical accounting policies involve the most significant judgments and estimates used in the preparation of our consolidated financial statements:

### **Revenue Recognition**

#### *Software Licenses*

Software license fee revenue is recognized when persuasive evidence of an arrangement exists, software is made available to our customers, the fee is fixed or determinable and collection is probable. The determination of whether fees are fixed or determinable and collection is probable involves the use of assumptions. If at the outset of an arrangement we determine that the arrangement fee is not fixed or determinable, revenue is deferred until the arrangement fee becomes fixed or determinable, assuming all other revenue recognition criteria have been met. If at the outset of an arrangement we determine that collectability is not probable, revenue is deferred until the earlier of when collectability becomes probable or the receipt of payment. If there is uncertainty as to the customer's acceptance of our deliverables, revenue is not recognized until the earlier of receipt of customer acceptance, expiration of the acceptance period, or when we can demonstrate we meet the acceptance criteria. We evaluate contract terms and customer information to ensure that these criteria are met prior to our recognition of license fee revenue.

We use the residual method to recognize revenue when a software arrangement includes one or more elements to be delivered at a future date provided the following criteria are met: (i) vendor-specific objective evidence ("VSOE") of the fair value does not exist for one or more of the delivered items but exists for all undelivered elements, (ii) all other applicable revenue recognition criteria are met and (iii) the fair value of all of the undelivered elements is less than the arrangement fee. VSOE of fair value is based on the normal pricing practices for those products and services when sold separately by us and customer renewal rates for post-contract customer support services. Under the residual method, the fair value of the undelivered elements is deferred and the remaining portion of the arrangement fee is recognized as revenue. If evidence of the fair value of one or more undelivered elements does not exist, the revenue is deferred and recognized when delivery of those elements occurs or when fair value can be established. Changes to the elements in a software arrangement, the ability to identify VSOE for those elements, the fair value of the respective elements, and change to a product's estimated life cycle could materially impact the amount of earned and unearned revenue.

When software licenses are sold together with implementation or consulting services, license fees are recognized upon delivery provided that the above criteria are met, payment of the license fees is not dependent upon the performance of the services, and the services do not provide significant customization or modification of the software products and are not essential to the functionality of the software that was delivered. For arrangements with services that are essential to the functionality of the software, the license and related service revenues are recognized using contract accounting as described below.

Revenues from post-contract customer support services, such as software maintenance, are recognized on a straight-line basis over the term of the support period. The majority of our software maintenance agreements provide technical support as well as unspecified software product upgrades and releases when and if made available by us during the term of the support period.

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### *Transactional-based Revenues*

Transactional-based revenue is recognized when persuasive evidence of an arrangement exists, fees are fixed or determinable, and collection is reasonably assured. Revenues from our credit scoring, data processing, data management and internet delivery services are recognized as these services are performed. Revenues from transactional or unit-based license fees under software license arrangements, network service and internally-hosted software agreements are recognized based on minimum contractual amounts or on system usage that exceeds minimum contractual amounts. Certain of our transactional-based revenues are based on transaction or active account volumes as reported by our clients. In instances where volumes are reported to us in arrears, we estimate volumes based on preliminary customer transaction information or average actual reported volumes for an immediate trailing period. Differences between our estimates and actual final volumes reported are recorded in the period in which actual volumes are reported. We have not experienced significant variances between our estimates and actual reported volumes in the past and anticipate that we will be able to continue to make reasonable estimates in the future. If for some reason we were unable to reasonably estimate transaction volumes in the future, revenue may be deferred until actual customer data is received, and this could have a material impact on our consolidated results of operations.

### *Consulting Services*

We provide consulting, training, model development and software integration services under both hourly-based time and materials and fixed-priced contracts. When consulting services qualify for separate accounting, revenues from these services are generally recognized as the services are performed. For fixed-price service contracts, we use a proportionate performance model with hours as the input method of attribution to determine progress towards completion, with consideration also given to output measures, such as contract milestones, when applicable. In such instances, management is required to estimate the total estimated hours of the project. Adjustments to estimates are made in the period in which the facts requiring such revisions become known and, accordingly, recognized revenues and profits are subject to revisions as the contract progresses to completion. Estimated losses, if any, are recorded in the period in which current estimates of total contract revenue and contract costs indicate a loss. If substantive uncertainty related to customer acceptance of services exists, we defer the associated revenue until the contract is completed. We have not experienced significant variances between our estimates and actual hours in the past and anticipate that we will be able to continue to make reasonable estimates in the future. If for some reason we are unable to accurately estimate the input measures, revenue would be deferred until the contract is complete, and this could have a material impact on our consolidated results of operations.

### *Hosting Services*

We are an application service provider (“ASP”), where we provide hosting services that allow customers access to software that resides on our servers. The ASP model typically includes an up-front fee and a monthly commitment from the customer that commences upon completion of the implementation through the remainder of the customer life. The up-front fee is the initial setup fee, or the implementation fee. The monthly commitment includes, but is not limited to, a fixed monthly fee or a transactional fee based on system usage that exceeds monthly minimums. Revenue is recognized from ASP transactions when there is persuasive evidence of an arrangement, the service has been provided to the customer, the amount of fees is fixed or determinable and the collection of the Company’s fees is probable. We do not view the activities of signing the contract or providing initial setup services as discrete earnings events. Revenue is typically deferred until the date the customer commences use of our services, at which point the up-front fees are recognized ratably over the customer life of the customer arrangement. ASP transactional fees are recorded monthly as earned.

### *Multiple-Deliverable Arrangements Including Non-Software*

When we enter into a multiple-deliverable arrangement that includes non-software, each deliverable is accounted for as a separate unit of accounting if the following criteria are met: (i) the delivered item or items have value to the customer on a standalone basis and (ii) for an arrangement that includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control. We consider a deliverable to have standalone value if we sell this item separately or if the item is sold by another vendor or could be resold by the customer. Further, our revenue arrangements generally do not include a general right of return relative to delivered products. Revenue for multiple element arrangements is allocated to the software and non-software deliverables based on a relative selling price. We use VSOE in our allocation of arrangement consideration when it is available. We define VSOE as a median price of recent standalone transactions that are priced within a narrow range, as defined by us. If a product or service is seldom sold separately, it is unlikely that we can determine VSOE. In circumstances when VSOE does not exist, we then assess whether we can obtain third-party evidence (“TPE”) of the selling price. It may be difficult for us to obtain sufficient information on competitor pricing to substantiate TPE and therefore we may not always be able to use TPE. When we are unable to establish selling price using VSOE or TPE, we use estimated selling price (“ESP”) in our allocation of arrangement consideration. The objective of ESP is to determine the price at which we would transact if the product or service were sold by us on a standalone basis. Our determination of ESP involves weighting several factors based on the specific facts and circumstances of each arrangement. The factors include, but are not limited to, geographies, market conditions, gross margin objectives, pricing practices and controls, customer segment pricing strategies and the product lifecycle. We analyze selling prices used in our allocation of arrangement consideration on an annual basis, or more frequently if necessary. Selling prices will be analyzed more frequently if a significant change in our business necessitates a more timely analysis or if we experience significant variances in our selling prices.

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### *Gross vs. Net Revenue Reporting*

We apply accounting guidance to determine whether we report revenue for certain transactions based upon the gross amount billed to the customer, or the net amount retained by us. In accordance with the guidance we record revenue on a gross basis for sales in which we have acted as the principal and on a net basis for those sales in which we have in substance acted as an agent or broker in the transaction.

### ***Business Combinations***

Accounting for our acquisitions requires us to recognize, separately from goodwill, the assets acquired and the liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred and the net of the acquisition date fair values of the assets acquired and the liabilities assumed. While we use our best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date, our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, we record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to our consolidated statements of income and comprehensive income.

Accounting for business combinations requires our management to make significant estimates and assumptions, especially at the acquisition date including our estimates for intangible assets, contractual obligations assumed, pre-acquisition contingencies and contingent consideration, where applicable. If we cannot reasonably determine the fair value of a pre-acquisition contingency (non-income tax related) by the end of the measurement period, we will recognize an asset or a liability for such pre-acquisition contingency if: (i) it is probable that an asset existed or a liability had been incurred at the acquisition date and (ii) the amount of the asset or liability can be reasonably estimated. Although we believe the assumptions and estimates we have made in the past have been reasonable and appropriate, they are based in part on historical experience and information obtained from the management of the acquired companies and are inherently uncertain. Subsequent to the measurement period, changes in our estimates of such contingencies will affect earnings and could have a material effect on our results of operations and financial position.

Examples of critical estimates in valuing certain of the intangible assets we have acquired include but are not limited to: (i) future expected cash flows from software license sales, support agreements, consulting contracts, other customer contracts and acquired developed technologies and patents; (ii) expected costs to develop the in-process research and development into commercially viable products and estimated cash flows from the projects when completed, and; (iii) the acquired company's brand and competitive position, as well as assumptions about the period of time the acquired brand will continue to be used in the combined company's product portfolio. Unanticipated events and circumstances may occur that may affect the accuracy or validity of such assumptions, estimates or actual results.

In addition, uncertain tax positions and tax related valuation allowances assumed in connection with a business combination are initially estimated as of the acquisition date. We reevaluate these items quarterly based upon facts and circumstances that existed as of the acquisition date with any adjustments to our preliminary estimates being recorded to goodwill provided that we are within the measurement period. Subsequent to the measurement period or our final determination of the tax allowance's or contingency's estimated value, whichever comes first, changes to these uncertain tax positions and tax related valuation allowances will affect our provision for income taxes in our consolidated statement of operations and could have a material impact on our results of operations and financial position.

### ***Allowance for Doubtful Accounts***

We make estimates regarding the collectability of our accounts receivable. When we evaluate the adequacy of our allowance for doubtful accounts, we analyze specific accounts receivable balances, historical bad debts, customer creditworthiness, current economic trends and changes in our customer payment cycles. Material differences may result in the amount and timing of expense for any period if we were to make different judgments or utilize different estimates. If the financial condition of our customers deteriorates resulting in an impairment of their ability to make payments, additional allowances might be required.

### ***Valuation of Goodwill and Other Intangible Assets – Impairment Assessment***

Our business acquisitions typically result in the recognition of goodwill and other intangible assets, which affects the amount of current and future period charges and amortization expense. Goodwill represents the excess of the purchase price over the fair value of net assets acquired, including identified intangible assets, in connection with our business combinations. We amortize our finite-lived intangible assets using the straight-line method over the estimated useful lives. Goodwill is not amortized, but is assessed at least annually for impairment.

The determination of the value of these components of a business combination, as well as associated asset useful lives, requires management to make various estimates and assumptions. Critical estimates in valuing certain of the intangible assets include but are not limited to: future expected cash flows from product sales and services, maintenance agreements, consulting contracts, customer contracts, and acquired developed technologies and patents or trademarks; the acquired company's brand awareness and market position, as well as assumptions about the period of time the acquired products and services will continue to be used in our product portfolio; and discount rates. Management's estimates of fair value and useful lives are based upon assumptions believed to be reasonable. Estimates using different assumptions, or unanticipated events and circumstances could produce significantly different results.

We assess potential impairments to our intangible assets when there is evidence that events and circumstances related to our financial performance and economic environment indicate the carrying amount of the assets may not be recoverable. When impairment indicators are identified with respect to our previously recorded intangible assets with finite useful lives, we test for impairment using undiscounted cash flows. If such tests indicate impairment, then we measure and record the impairment as the difference between the carrying value of the asset and the fair value of the asset. Significant management judgment is required in forecasting future operating results used in the preparation of the projected cash flows. Should different conditions prevail, material write downs of net intangible assets could occur. We periodically review the estimated remaining useful lives of our acquired intangible assets. A reduction in our estimate of remaining useful lives, if any, could result in increased annual amortization expense in future periods.

We test goodwill for impairment at the reporting unit levels, which we have determined are the same as our reportable segments, at least annually during the fourth quarter of each fiscal year. The timing and frequency of our goodwill impairment test is based on an ongoing assessment of events and circumstances that would be an indicator of potential impairment of a reporting unit, with the fair value below its carrying value. The first step of the goodwill impairment test is a comparison of the fair value of a reporting unit to its carrying value. We estimate the fair values of our reporting units using a weighted combination of discounted cash flow valuation model (known as the income approach) and a comparison of our reporting units to guideline publicly-traded companies (known as the market approach). These methods require estimates of our future revenues, profits, capital expenditures, working capital, costs of capital and other relevant factors, as well as selecting appropriate guideline publicly-traded companies for each reporting unit. We evaluate historical trends, current budgets, operating plans, industry data, and other relevant factors when estimating these amounts. Using assumptions that are different from those used in our estimates, but in each case reasonable, could produce significantly different results and materially affect the determination of fair value and/or goodwill impairment for each reporting unit. For example, if the economic environment impacts our forecasts beyond what we have anticipated, it could cause the fair value of a reporting unit to fall below its respective carrying value.

The key assumptions that require significant management judgment for the income approach include revenue growth rates and weighted average cost of capital. In our analysis, revenue growth rates were primarily based on third party studies of industry growth rates for each of our reporting units. Within each reporting unit, management refined these estimates based on their knowledge of the product, the needs of our customers and expected market opportunity. The weighted average cost of capital was determined based on publicly available data such as the long-term yield on U.S. treasury bonds, the expected rate of return on high quality bonds and the returns and betas of various equity instruments. As it relates to the market approach, there is less management judgment in determining the fair value of our reporting units other than selecting which guideline publicly-traded companies are included in our peer group.

In the fourth quarter of fiscal 2012 we performed our annual goodwill impairment test. In step one of that test we compared the estimated fair value of each reporting unit to its carrying value. The estimated fair value of each of our reporting units exceeded its respective carrying value in fiscal 2012, indicating the underlying goodwill of each reporting unit was not impaired as of our most recent testing date. Accordingly, we were not required to complete the second step of the goodwill impairment test and recorded no goodwill impairment charges for the twelve months ended September 30, 2012.

As discussed above, estimates of fair value for all of our reporting units can be affected by a variety of external and internal factors. We believe that the assumptions and estimates utilized were appropriate based on the information available to management. The timing and recognition of impairment losses by us in the future, if any, may be highly dependent upon our estimates and assumptions.

### ***Share-Based Compensation***

We account for share-based compensation using the fair value recognition provisions as required in the accounting literature. We estimate the fair value of options granted using the Black-Scholes option valuation model. We estimate the volatility of our common stock at the date of grant based on a combination of the implied volatility of publicly traded options on our common stock and our historical volatility rate. We estimate the expected term of options granted based on historical exercise patterns. The dividend yield assumption is based on historical dividend payouts. The risk-free interest rate assumption is based on observed interest rates appropriate for the term of our employee options. We use historical data to estimate pre-vesting option forfeitures and record share-based compensation expense only for those awards that are expected to vest. For options granted, we amortize the fair value on a straight-line basis. All options are amortized over the requisite service periods of the awards, which are generally the vesting periods. If factors change we may decide to use different assumptions under the Black-Scholes option valuation model in the future, which could materially affect our share-based compensation expense, net income and earnings per share.

### ***Income Taxes***

We estimate our income taxes based on the various jurisdictions where we conduct business, which involves significant judgment in determining our income tax provision. We estimate our current tax liability and assess temporary differences that result from differing treatments of certain items for tax and accounting purposes. These differences result in deferred tax assets and liabilities recorded on our balance sheet. We then assess the likelihood our deferred tax assets will be realized and to the extent we believe realization is not likely, we establish a valuation allowance. When we establish a valuation allowance or increase this allowance in an accounting period, we record a corresponding income tax expense in our consolidated statements of income and comprehensive income. In assessing the need for the valuation allowance, we consider future taxable income in the jurisdictions we operate; an analysis of our deferred tax assets and the periods over which they will be realizable; and ongoing prudent and feasible tax planning strategies. An increase in the valuation allowance would have an adverse impact, which could be material, on our income tax provision and net income in the period in which we record the increase.

We recognize and measure benefits for uncertain tax positions using a two-step approach. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the technical merits of the tax position indicate it is more likely than not that the tax position will be sustained upon audit, including resolution of any related appeals or litigation processes. For tax positions more likely than not of being sustained upon audit, the second step is to measure the tax benefit as the largest amount more than 50% likely of being realized upon settlement. Significant judgment is required to evaluate uncertain tax positions and they are evaluated on a quarterly basis. Our evaluations are based upon a number of factors, including changes in facts or circumstances, changes in tax law, correspondence with tax authorities during the course of audits and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our income tax expense in the period in which we make the change, which could have a material impact on our effective tax rate and operating results.

A description of our accounting policies associated with tax-related contingencies and valuation allowances assumed as part of a business combination is provided under “Business Combinations” above.

### ***Contingencies and Litigation***

We are subject to various proceedings, lawsuits and claims relating to products and services, technology, labor, shareholder and other matters. We are required to assess the likelihood of any adverse outcomes and the potential range of probable losses in these matters. If the potential loss is considered probable and the amount can be reasonably estimated, we accrue a liability for the estimated loss. If the potential loss is considered less than probable or the amount cannot be reasonably estimated, disclosure of the matter is considered. The amount of loss accrual or disclosure, if any, is determined after analysis of each matter, and is subject to adjustment if warranted by new developments or revised strategies. Due to uncertainties related to these matters, accruals or disclosures are based on the best information available at the time. Significant judgment is required in both the assessment of likelihood and in the determination of a range of potential losses. Revisions in the estimates of the potential liabilities could have a material impact on our consolidated financial position or consolidated results of operations.



### **New Accounting Pronouncements Recently Issued or Adopted**

On May 12, 2011 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2011-04, “*Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*” (ASU 2011-04). This update amends Accounting Standards Codification (ASC) Topic 820, “*Fair Value Measurement and Disclosure.*” ASU 2011-04 clarifies the application of certain existing fair value measurement guidance and expands the disclosures for fair value measurements that are estimated using significant unobservable (Level 3) inputs. ASU 2011-04 is effective for annual and interim reporting periods beginning on or after December 15, 2011, which means that it became effective for our fiscal year that began on October 1, 2012. Our adoption of ASU 2011-04 did not have a significant impact on our consolidated financial statements.

On September 15, 2011, the FASB issued ASU No. 2011-08, “*Intangibles—Goodwill and Other (Topic 350): Testing Goodwill for Impairment*” (ASU 2011-08). This update amends the guidance in ASC 350-20 on testing goodwill for impairment. Under the revised guidance, entities testing goodwill for impairment have the option of performing a qualitative assessment before calculating the fair value of the reporting unit (i.e. step 1 of the goodwill impairment test). If entities determine, on the basis of qualitative factors, that the fair value of the reporting unit is more likely than not less than the carrying amount, the two-step impairment test would be required. ASU 2011-08 does not change how goodwill is calculated or assigned to reporting units, nor does it revise the requirement to test goodwill annually for impairment. In addition, ASU 2011-08 does not amend the requirement to test goodwill for impairment between annual tests if events or circumstances warrant; however, it does revise the examples of events and circumstances that an entity should consider. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, which means that it became effective for our fiscal year that began on October 1, 2012. We test our goodwill annually in our fourth fiscal quarter and whenever an event or change in circumstances indicates that the carrying value of the asset may not be recoverable. Our adoption of ASU 2011-08 did not have a significant impact on our consolidated financial statements.

On December 16, 2011 the FASB issued ASU No. 2011-11, “*Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities.*” (ASU 2011-11). ASU 2011-11 provides for additional disclosures of both gross information and net information about both instruments and transactions eligible for offset in the statement of financial position and instruments and transactions subject to an agreement similar to a master netting arrangement. This scope would include derivatives, sale and repurchase agreements and reverse sale and repurchase agreements, and securities borrowing and securities lending arrangements. ASU 2011-11 is effective for fiscal years, and interim periods within those years, beginning on or after January 1, 2013, which means that it will be effective for our fiscal year beginning October 1, 2013. Retrospective adoption is required. We do not believe that adoption of ASU 2011-11 will have a significant impact on our consolidated financial statements.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

#### **Market Risk Disclosures**

We are exposed to market risk related to changes in interest rates, equity market prices, and foreign currency exchange rates. We do not use derivative financial instruments for speculative or trading purposes.

#### **Interest Rate and Equity Market Price**

We maintain an investment portfolio consisting mainly of income securities with an average maturity of three years or less. These available-for-sale securities are subject to interest rate risk and will fall in value if market interest rates increase. We have the ability to hold our fixed income investments until maturity, and therefore we would not expect our operating results or cash flows to be affected to any significant degree by the effect of a sudden change in market interest rates on our securities portfolio. The following table presents the principal amounts and related weighted-average yields for our investments with interest rate risk at December 31, 2012 and September 30, 2012:

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	December 31, 2012			September 30, 2012		
	Cost Basis	Carrying Amount	Average Yield	Cost Basis	Carrying Amount	Average Yield
	(Dollars in thousands)					
Cash and cash equivalents	\$ 90,839	\$90,839	0.01%	\$ 71,609	\$71,609	0.00%
Short-term investments	—	—	—	22,008	22,008	0.16%
	<u>\$ 90,839</u>	<u>\$90,839</u>	0.01%	<u>\$ 93,617</u>	<u>\$93,617</u>	0.04%

In May 2008, we issued \$275 million of Senior Notes to a group of institutional investors in a private placement. In July 2010 we issued an additional \$245 million of Senior Notes to a group of institutional investors in a private placement. The fair value of our Senior Notes may increase or decrease due to various factors, including fluctuations in market interest rates and fluctuations in general economic conditions. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Capital Resources and Liquidity”, above, for additional information on the Senior Notes. The following table presents the principal amounts, carrying amounts, and fair values for our Senior Notes at December 31, 2012 and September 30, 2012:

	December 31, 2012			September 30, 2012		
	Principal	Carrying Amounts	Fair Value	Principal	Carrying Amounts	Fair Value
	(In thousands)					
May 2008 \$275 million Senior Notes	\$259,000	\$259,000	\$273,870	\$259,000	\$259,000	\$275,201
July 2010 \$245 million Senior Notes	\$245,000	\$245,000	\$243,284	\$245,000	\$245,000	\$243,866

We have interest rate risk with respect to our five-year \$200 million unsecured revolving line of credit. Interest on amounts borrowed under the line of credit is based on (i) a base rate, which is the greater of (a) the prime rate and (b) the Federal Funds rate plus 0.50% or (ii) LIBOR plus an applicable margin. The margin on LIBOR borrowings ranges from 1.000% to 1.625% and is determined based on our consolidated leverage ratio. A change in interest rates on this variable rate debt impacts the interest incurred and cash flows, but does not impact the fair value of the instrument. We had no borrowings outstanding under the credit facility as of December 31, 2012.

### **Forward Foreign Currency Contracts**

We maintain a program to manage our foreign currency exchange rate risk on existing foreign currency receivable and cash balances by entering into forward contracts to sell or buy foreign currency. At period end, foreign-denominated receivables and cash balances held by our U.S. reporting entities are remeasured into the U.S. dollar functional currency at current market rates. The change in value from this remeasurement is then reported as a foreign exchange gain or loss for that period in our accompanying consolidated statements of income and comprehensive income and the resulting gain or loss on the forward contract mitigates the exchange rate risk of the associated assets. All of our forward foreign currency contracts have maturity periods of less than three months. Such derivative financial instruments are subject to market risk.

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The following table summarizes our outstanding forward foreign currency contracts, by currency at December 31, 2012 and September 30, 2012:

	December 31, 2012		
	Contract Amount		Fair Value
	Foreign Currency	US\$	US\$
	(In thousands)		
Sell foreign currency:			
Canadian dollar (CAD)	CAD 4,700	\$4,708	\$ —
Euro (EUR)	EUR 5,350	\$7,033	\$ —
Buy foreign currency:			
British pound (GBP)	GBP 4,983	\$8,050	\$ —

  

	September 30, 2012		
	Contract Amount		Fair Value
	Foreign Currency	US\$	US\$
	(In thousands)		
Sell foreign currency:			
Canadian dollar (CAD)	CAD 2,750	\$2,794	\$ —
Euro (EUR)	EUR 4,060	\$5,255	\$ —
Buy foreign currency:			
British pound (GBP)	GBP 6,131	\$9,950	\$ —

The forward foreign currency contracts were all entered into on December 31, 2012 and September 30, 2012, respectively; therefore, the fair value was \$0 on each of those dates.

### **Item 4. Controls and Procedures**

#### ***Evaluation of Disclosure Controls and Procedures***

An evaluation was carried out under the supervision and with the participation of FICO's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of FICO's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of the end of the period covered by this quarterly report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that FICO's disclosure controls and procedures are effective to ensure that information required to be disclosed by FICO in reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (ii) accumulated and communicated to the Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure.

#### ***Changes in Internal Control over Financial Reporting***

No change in FICO's internal control over financial reporting was identified in connection with the evaluation required by Rule 13a-15(d) of the Exchange Act that occurred during the period covered by this quarterly report and that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART II – OTHER INFORMATION**

### **Item 1. Legal Proceedings**

Not Applicable.

**Item 1A. Risk Factors**

**Risks Related to Our Business**

***We have expanded the pursuit of our Decision Management strategy, and we may not be successful, which could cause our growth prospects and results of operations to suffer.***

We have expanded the pursuit of our business objective to become a leader in helping businesses automate and improve decisions across their enterprises, an approach that we commonly refer to as Decision Management, or “DM.” Our DM strategy is designed to enable us to increase our business by selling multiple products to clients, as well as to enable the development of custom client solutions that may lead to opportunities to develop new proprietary scores or other new proprietary products. The market may be unreceptive to this general DM business approach, including being unreceptive to purchasing multiple products from us or unreceptive to our customized solutions. If our DM strategy is not successful, we may not be able to grow our business, growth may occur more slowly than we anticipate or our revenues and profits may decline.

***We derive a substantial portion of our revenues from a small number of products and services, and if the market does not continue to accept these products and services, our revenues will decline.***

We expect that revenues derived from our scoring solutions, fraud solutions, customer management solutions and tools will continue to account for a substantial portion of our total revenues for the foreseeable future. Our revenues will decline if the market does not continue to accept these products and services. Factors that might affect the market acceptance of these products and services include the following:

- changes in the business analytics industry;
- changes in technology;
- our inability to obtain or use key data for our products;
- saturation or contraction of market demand;
- loss of key customers;
- industry consolidation;
- failure to execute our selling approach; and
- inability to successfully sell our products in new vertical markets.

***If we are unable to access new markets or develop new distribution channels, our business and growth prospects could suffer.***

We expect that part of the growth that we seek to achieve through our DM strategy will be derived from the sale of DM products and service solutions in industries and markets we do not currently serve. We also expect to grow our business by delivering our DM solutions through additional distribution channels. If we fail to penetrate these industries and markets to the degree we anticipate utilizing our DM strategy, or if we fail to develop additional distribution channels, we may not be able to grow our business, growth may occur more slowly than we anticipate or our revenues and profits may decline.

***If we are unable to develop successful new products or if we experience defects, failures and delays associated with the introduction of new products, our business could suffer serious harm.***

Our growth and the success of our DM strategy depend upon our ability to develop and sell new products or suites of products. If we are unable to develop new products, or if we are not successful in introducing new products, we may not be able to grow our business, or growth may occur more slowly than we anticipate. In addition, significant undetected errors or delays in new products or new versions of products may affect market acceptance of our products and could harm our business, financial condition or results of operations. In the past, we have experienced delays while developing and introducing new products and product enhancements, primarily due to difficulties developing models, acquiring data and adapting to particular operating environments. We have also experienced errors or “bugs” in our software products, despite testing prior to release of the products. Software errors in our products could affect the ability of our products to work with other hardware or software products, could delay the development or release of new products or new versions of products and could adversely affect market acceptance of our products. Errors or defects in our products that are significant, or are perceived to be significant, could result in rejection of our products, damage to our reputation, loss of revenues, diversion of development resources, an increase in product liability claims, and increases in service and support costs and warranty claims.

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***We rely on relatively few customers, as well as our contracts with the three major credit reporting agencies, for a significant portion of our revenues and profits. The businesses of our largest customers depend, in large part, on favorable macroeconomic conditions. If these customers are negatively impacted by the continued global economic downturn or the terms of these relationships otherwise change, our revenues and operating results could decline.***

Most of our customers are relatively large enterprises, such as banks, credit card processors, insurance companies, healthcare firms and retailers. As a result, many of our customers and potential customers are significantly larger than we are and may have sufficient bargaining power to demand reduced prices and favorable nonstandard terms.

In addition, the global financial markets have continued to suffer substantial stress, volatility, illiquidity and disruption. The potential for increased and continuing economic disruption presents considerable risks to our business, including potential bankruptcies or credit deterioration of financial institutions with which we have substantial relationships. Such disruption would result in a continued decline in the volume of transactions that we execute for our customers.

We also derive a substantial portion of our revenues and operating income from our contracts with the three major credit reporting agencies, TransUnion, Equifax and Experian, and other parties that distribute our products to certain markets. The loss of or a significant change in a relationship with one of these credit reporting agencies with respect to their distribution of our products or with respect to our myFICO® offerings, the loss of or a significant change in a relationship with a major customer, the loss of or a significant change in a relationship with a significant third-party distributor or the delay of significant revenues from these sources, could have a material adverse effect on our revenues and results of operations.

***We rely on relationships with third parties for marketing, distribution and certain services. If we experience difficulties in these relationships, our future revenues may be adversely affected.***

Most of our products rely on distributors, and we intend to continue to market and distribute our products through existing and future distributor relationships. Our Scores segment relies on, among others, TransUnion, Equifax and Experian. Failure of our existing and future distributors to generate significant revenues, demands by such distributors to change the terms on which they offer our products or our failure to establish additional distribution or sales and marketing alliances could have a material adverse effect on our business, operating results and financial condition. In addition, certain of our distributors presently compete with us and may compete with us in the future either by developing competitive products themselves or by distributing competitive offerings. For example, TransUnion, Equifax and Experian have developed a credit scoring product to compete directly with our products and are collectively attempting to sell the product. Competition from distributors or other sales and marketing partners could significantly harm sales of our products and services.

***Our acquisition and divestiture activities may disrupt our ongoing business and may involve increased expenses, and we may not realize the financial and strategic goals contemplated at the time of a transaction.***

We have acquired and expect to continue to acquire companies, businesses, products, services and technologies. Acquisitions involve significant risks and uncertainties, including:

- our ongoing business may be disrupted and our management's attention may be diverted by acquisition, transition or integration activities;
- an acquisition may not further our business strategy as we expected, we may not integrate an acquired company or technology as successfully as we expected or we may overpay for our investments, or otherwise not realize the expected return which could adversely affect our business or operating results;
- we may be unable to retain the key employees, customers and other business partners of the acquired operation;
- we may have difficulties entering new markets where we have no or limited direct prior experience or where competitors may have stronger market positions;
- our operating results or financial condition may be adversely impacted by claims or liabilities we assume from an acquired company, business, product or technology, including claims from government agencies, terminated employees, current or former customers, former stockholders or other third parties; pre-existing contractual relationships of an acquired company we would not have otherwise entered into; unfavorable revenue recognition or other accounting treatment as a result of an acquired company's practices; and intellectual property claims or disputes;
- we may fail to identify or assess the magnitude of certain liabilities or other circumstances prior to acquiring a company, business, product or technology, which could result in unexpected litigation or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes due, a loss of anticipated tax benefits or other adverse effects on our business, operating results or financial condition;

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- we may not realize the anticipated increase in our revenues from an acquisition for a number of reasons, including if a larger than predicted number of customers decline to renew their contracts, if we are unable to sell the acquired products to our customer base or if contract models of an acquired company do not allow us to recognize revenues on a timely basis;
- we may have difficulty incorporating acquired technologies or products with our existing product lines and maintaining uniform standards, architecture, controls, procedures and policies;
- our use of cash to pay for acquisitions may limit other potential uses of our cash, including stock repurchases, dividend payments and retirement of outstanding indebtedness;
- to the extent we issue a significant amount of equity securities in connection with future acquisitions, existing stockholders may be diluted and earnings per share may decrease; and
- we may experience additional or unexpected changes in how we are required to account for our acquisitions pursuant to U.S. generally accepted accounting principles, including arrangements we assume from an acquisition.

We have also divested ourselves of businesses in the past and may do so again in the future. Divestitures involve significant risks and uncertainties, including:

- disruption of our ongoing business;
- reductions of our revenues or earnings per share;
- unanticipated liabilities, legal risks and costs;
- the potential loss of key personnel;
- distraction of management from our ongoing business; and
- impairment of relationships with employees and customers as a result of migrating a business to new owners.

Because acquisitions and divestitures are inherently risky, our transactions may not be successful and may have a material adverse effect on our business, results of operations, financial condition or cash flows. Acquisitions of businesses having a significant presence outside the U.S. will increase our exposure to the risks of conducting operations in international markets.

### ***Charges to earnings resulting from acquisitions may adversely affect our operating results.***

Under business combination accounting standards, we recognize the identifiable assets acquired and the liabilities assumed in acquired companies generally at their acquisition date fair values and separately from goodwill. Goodwill is measured as the excess amount of consideration transferred, which is also generally measured at fair value, and the net of the amounts of the identifiable assets acquired and the liabilities assumed as of the acquisition date. Our estimates of fair value are based upon assumptions believed to be reasonable but which are inherently uncertain. After we complete an acquisition, the following factors could result in material charges and adversely affect our operating results and may adversely affect our cash flows:

- impairment of goodwill or intangible assets, or a reduction in the useful lives of intangible assets acquired;
- amortization of intangible assets acquired;
- identification of, or changes to, assumed contingent liabilities, both income tax and non-income tax related, after our final determination of the amounts for these contingencies or the conclusion of the measurement period (generally up to one year from the acquisition date), whichever comes first;
- costs incurred to combine the operations of companies we acquire, such as transitional employee expenses and employee retention, redeployment or relocation expenses;
- charges to our operating results to maintain certain duplicative pre-merger activities for an extended period of time or to maintain these activities for a period of time that is longer than we had anticipated, charges to eliminate certain duplicative pre-merger activities, and charges to restructure our operations or to reduce our cost structure; and
- charges to our operating results resulting from expenses incurred to effect the acquisition.

Substantially all of these costs will be accounted for as expenses that will decrease our net income and earnings per share for the periods in which those costs are incurred. Charges to our operating results in any given period could differ substantially from other periods based on the timing and size of our future acquisitions and the extent of integration activities. A more detailed discussion of our accounting for business combinations and other items is presented in the “Critical Accounting Policies and Estimates” section of Management’s Discussion and Analysis of Financial Condition and Results of Operations (Item 7).

***Our reengineering initiative may cause our growth prospects and profitability to suffer.***

As part of our management approach, we implemented an ongoing reengineering initiative designed to grow revenues through strategic resource allocation and improve profitability through cost reductions. Our reengineering initiative may not be successful over the long term as a result of our failure to reduce expenses at the anticipated level, or a lower, or no, positive impact on revenues from strategic resource allocation. If our reengineering initiative is not successful over the long term, our revenues, results of operations and business may suffer.

***The occurrence of certain negative events may cause fluctuations in our stock price.***

The market price of our common stock may be volatile and could be subject to wide fluctuations due to a number of factors, including variations in our revenues and operating results. We believe that you should not rely on period-to-period comparisons of financial results as an indication of future performance. Because many of our operating expenses are fixed and will not be affected by short-term fluctuations in revenues, short-term fluctuations in revenues may significantly impact operating results. Additional factors that may cause our stock price to fluctuate include the following:

- variability in demand from our existing customers;
- failure to meet the expectations of market analysts;
- changes in recommendations by market analysts;
- the lengthy and variable sales cycle of many products, combined with the relatively large size of orders for our products, increases the likelihood of short-term fluctuation in revenues;
- consumer dissatisfaction with, or problems caused by, the performance of our products;
- the timing of new product announcements and introductions in comparison with our competitors;
- the level of our operating expenses;
- changes in competitive and other conditions in the consumer credit, banking and insurance industries;
- fluctuations in domestic and international economic conditions;
- our ability to complete large installations on schedule and within budget;
- acquisition-related expenses and charges; and
- timing of orders for and deliveries of software systems.

In addition, the financial markets have experienced significant price and volume fluctuations that have particularly affected the stock prices of many technology companies and financial services companies, and these fluctuations sometimes have been unrelated to the operating performance of these companies. Broad market fluctuations, as well as industry-specific and general economic conditions may negatively affect our business and require us to record an impairment charge related to goodwill, which could adversely affect our results of operations, stock price and business.

***Our products have long and variable sales cycles. If we do not accurately predict these cycles, we may not forecast our financial results accurately, and our stock price could be adversely affected.***

We experience difficulty in forecasting our revenues accurately because the length of our sales cycles makes it difficult for us to predict the quarter in which sales will occur. In addition, our selling approach is complex as we look to sell multiple products and services across our customers' organizations. This makes forecasting of revenues in any given period more difficult. As a result of our sales approach and lengthening sales cycles, revenues and operating results may vary significantly from period to period. For example, the sales cycle for licensing our products typically ranges from 60 days to 18 months. Customers are often cautious in making decisions to acquire our products because purchasing our products typically involves a significant commitment of capital and may involve shifts by the customer to a new software and/or hardware platform or changes in the customer's operational procedures. This may cause customers, particularly those experiencing financial stress, to make purchasing decisions more cautiously. Delays in completing sales can arise while customers complete their internal procedures to approve large capital expenditures and test and accept our applications. Consequently, we face difficulty predicting the quarter in which sales to expected customers will occur and experience fluctuations in our revenues and operating results. If we are unable to accurately forecast our revenues, our stock price could be adversely affected.

***We typically have revenue-generating transactions concentrated in the final weeks of a quarter, which may prevent accurate forecasting of our financial results and cause our stock price to decline.***

Large portions of our software license agreements are consummated in the weeks immediately preceding quarter end. Before these agreements are consummated, we create and rely on forecasted revenues for planning, modeling and earnings guidance. Forecasts,

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however, are only estimates and actual results may vary for a particular quarter or longer periods of time. Consequently, significant discrepancies between actual and forecasted results could limit our ability to plan, budget or provide accurate guidance, which could adversely affect our stock price. Any publicly-stated revenue or earnings projections are subject to this risk.

### ***The failure to recruit and retain additional qualified personnel could hinder our ability to successfully manage our business.***

Our DM strategy and our future success will depend in large part on our ability to attract and retain experienced sales, consulting, research and development, marketing, technical support and management personnel. The complexity of our products requires highly trained customer service and technical support personnel to assist customers with product installation and deployment. The labor market for these individuals is very competitive due to the limited number of people available with the necessary technical skills and understanding and may become more competitive with general market and economic improvement. We cannot be certain that our compensation strategies will be perceived as competitive by current or prospective employees. This could impair our ability to recruit and retain personnel. We have experienced difficulty in recruiting qualified personnel, especially technical, sales and consulting personnel, and we may need additional staff to support new customers and/or increased customer needs. We may also recruit skilled technical professionals from other countries to work in the United States. Limitations imposed by immigration laws in the United States and abroad and the availability of visas in the countries where we do business could hinder our ability to attract necessary qualified personnel and harm our business and future operating results. There is a risk that even if we invest significant resources in attempting to attract, train and retain qualified personnel, we will not succeed in our efforts, and our business could be harmed. The failure of the value of our stock to appreciate may adversely affect our ability to use equity and equity based incentive plans to attract and retain personnel, and may require us to use alternative and more expensive forms of compensation for this purpose.

### ***The failure to obtain certain forms of model construction data from our customers or others could harm our business.***

We must develop or obtain a reliable source of sufficient amounts of current and statistically relevant data to analyze transactions and update our products. In most cases, these data must be periodically updated and refreshed to enable our products to continue to work effectively in a changing environment. We do not own or control much of the data that we require, most of which is collected privately and maintained in proprietary databases. Customers and key business alliances provide us with the data we require to analyze transactions, report results and build new models. Our DM strategy depends in part upon our ability to access new forms of data to develop custom and proprietary analytic tools. If we fail to maintain sufficient data sourcing relationships with our customers and business alliances, or if they decline to provide such data due to legal privacy concerns, competition concerns, prohibitions or a lack of permission from their customers, we could lose access to required data and our products, and the development of new products might become less effective. Third parties have asserted copyright interests in these data, and these assertions, if successful, could prevent us from using these data. Any interruption of our supply of data could seriously harm our business, financial condition or results of operations.

### ***We will continue to rely upon proprietary technology rights, and if we are unable to protect them, our business could be harmed.***

Our success depends, in part, upon our proprietary technology and other intellectual property rights. To date, we have relied primarily on a combination of copyright, patent, trade secret, and trademark laws, and nondisclosure and other contractual restrictions on copying and distribution to protect our proprietary technology. This protection of our proprietary technology is limited, and our proprietary technology 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 disclosure, loss, invalidity of, or failure to protect our intellectual property could negatively impact our competitive position, and ultimately, our business. There can be no assurance that our protection of our intellectual property rights in the United States or abroad will be adequate or that others, including our competitors, will not use our proprietary technology without our consent. Furthermore, litigation may be necessary to enforce 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 result in substantial costs and diversion of resources and could harm our business, financial condition or results of operations.

Some of our technologies were developed under research projects conducted under agreements with various U.S. government agencies or subcontractors. Although we have commercial rights to these technologies, the U.S. government typically retains ownership of intellectual property rights and licenses in the technologies developed by us under these contracts, and in some cases can terminate our rights in these technologies if we fail to commercialize them on a timely basis. Under these contracts with the U.S. government, the results of research may be made public by the government, limiting our competitive advantage with respect to future products based on our research.



***If we are subject to infringement claims, it could harm our business.***

We expect that products in the industry segments in which we compete, including software products, will increasingly be subject to claims of patent and other intellectual property infringement as the number of products and competitors in our industry segments grow. We may need to defend claims that our products infringe intellectual property rights, and as a result we may:

- incur significant defense costs or substantial damages;
- be required to cease the use or sale of infringing products;
- expend significant resources to develop or license a substitute non-infringing technology;
- discontinue the use of some technology; or
- be required to obtain a license under the intellectual property rights of the third party claiming infringement, which license may not be available or might require substantial royalties or license fees that would reduce our margins.

***Breaches of security, or the perception that e-commerce is not secure, could harm our business.***

Our business requires the appropriate and secure utilization of consumer and other sensitive information. Internet-based electronic commerce requires the secure transmission of confidential information over public networks, and several of our products are accessed through the Internet, including our consumer services accessible through the [www.myfico.com](http://www.myfico.com) website. Security breaches in connection with the delivery of our products and services, including products and services utilizing the Internet, or well-publicized security breaches, and the trend toward broad consumer and general public notification of such incidents, could significantly harm our business, financial condition or results of operations. We cannot be certain that advances in criminal capabilities, discovery of new vulnerabilities, attempts to exploit vulnerabilities in our systems, data thefts, physical system or network break-ins or inappropriate access, or other developments will not compromise or breach the technology protecting the networks that access our net-sourced products, consumer services and proprietary database information.

***Protection from system interruptions is important to our business. If we experience a sustained interruption of our telecommunication systems, it could harm our business.***

Systems or network interruptions could delay and disrupt our ability to develop, deliver or maintain our products and services, causing harm to our business and reputation and resulting in loss of customers or revenue. These interruptions can include fires, floods, earthquakes, power losses, equipment failures and other events beyond our control.

**Risks Related to Our Industry**

***Our ability to increase our revenues will depend to some extent upon introducing new products and services. If the marketplace does not accept these new products and services, our revenues may decline.***

We have a significant share of the available market in portions of our Scores segment and for certain services in our Applications segment, specifically, the markets for account management services at credit card processors and credit card fraud detection software. To increase our revenues, we must enhance and improve existing products and continue to introduce new products and new versions of existing products that keep pace with technological developments, satisfy increasingly sophisticated customer requirements and achieve market acceptance. We believe much of the future growth of our business and the success of our DM strategy will rest on our ability to continue to expand into newer markets for our products and services. Such areas are relatively new to our product development and sales and marketing personnel. Products that we plan to market in the future are in various stages of development. We cannot assure you that the marketplace will accept these products. If our current or potential customers are not willing to switch to or adopt our new products and services, either as a result of the quality of these products and services or due to other factors, such as economic conditions, our revenues will decrease.

***If we fail to keep up with rapidly changing technologies, our products could become less competitive or obsolete.***

In our markets, technology changes rapidly, and there are continuous improvements in computer hardware, network operating systems, programming tools, programming languages, operating systems, database technology and the use of the Internet. If we fail to enhance our current products and develop new products in response to changes in technology or industry standards, or if we fail to bring product enhancements or new product developments to market quickly enough, our products could rapidly become less competitive or obsolete. Our future success will depend, in part, upon our ability to:

- innovate by internally developing new and competitive technologies;
- use leading third-party technologies effectively;

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- continue to develop our technical expertise;
- anticipate and effectively respond to changing customer needs;
- initiate new product introductions in a way that minimizes the impact of customers delaying purchases of existing products in anticipation of new product releases; and
- influence and respond to emerging industry standards and other technological changes.

***If our competitors introduce new products and pricing strategies, it could decrease our product sales and market share, or could pressure us to reduce our product prices in a manner that reduces our margins.***

We may not be able to compete successfully against our competitors, and this inability could impair our capacity to sell our products. The market for business analytics is new, rapidly evolving and highly competitive, and we expect competition in this market to persist and intensify. Our regional and global competitors vary in size and in the scope of the products and services they offer, and include:

- in-house analytic and systems developers;
- scoring model builders;
- enterprise resource planning (ERP) and customer relationship management (CRM) packaged solutions providers;
- business intelligence solutions providers;
- credit report and credit score providers;
- business process management solution providers;
- process modeling tools providers;
- automated application processing services providers;
- data vendors;
- neural network developers and artificial intelligence system builders;
- third-party professional services and consulting organizations;
- account/workflow management software providers; and
- software tools companies supplying modeling, rules, or analytic development tools.

We expect to experience additional competition from other established and emerging companies, as well as from other technologies. For example, certain of our fraud solutions products compete against other methods of preventing credit card fraud, such as credit cards that contain the cardholder's photograph, smart cards, cardholder verification and authentication solutions and other card authorization techniques. Many of our anticipated competitors have greater financial, technical, marketing, professional services and other resources than we do, and industry consolidation is creating even larger competitors in many of our markets. As a result, our competitors may be able to respond more quickly to new or emerging technologies and changes in customer requirements. They may also be able to devote greater resources than we can to develop, promote and sell their products. Many of these companies have extensive customer relationships, including relationships with many of our current and potential customers. Furthermore, new competitors or alliances among competitors may emerge and rapidly gain significant market share. For example, TransUnion, Equifax and Experian have formed an alliance that has developed a credit scoring product competitive with our products. If we are unable to respond as quickly or effectively to changes in customer requirements as our competition, our ability to expand our business and sell our products will be negatively affected.

Our competitors may be able to sell products competitive to ours at lower prices individually or as part of integrated suites of several related products. This ability may cause our customers to purchase products that directly compete with our products from our competitors. Price reductions by our competitors could negatively impact our margins, and could also harm our ability to obtain new long-term contracts and renewals of existing long-term contracts on favorable terms.

***Legislation that is enacted by the U.S. Congress, the states, Canadian provinces, and other countries, and government regulations that apply to us or to our customers may expose us to liability, cause us to incur significant expense, affect our ability to compete in certain markets, limit the profitability of or demand for our products, or render our products obsolete. If these laws and regulations require us to change our current products and services, it could adversely affect our business and results of operations.***

Legislation and governmental regulation affect how our business is conducted and, in some cases, subject us to the possibility of government supervision and future lawsuits arising from our products and services. Globally, legislation and governmental regulation also influence our current and prospective customers' activities, as well as their expectations and needs in relation to our products and services. Both our core businesses and our newer initiatives are affected globally by federal, regional, provincial, state and other jurisdictional regulations, including those in the following significant regulatory areas:

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- Use of data by creditors and consumer reporting agencies. Examples in the U.S. include the Fair Credit Reporting Act (“FCRA”), as amended by the Fair and Accurate Credit Transactions Act (“FACTA”);
- Laws and regulations that limit the use of credit scoring models such as state “mortgage trigger” laws, state “inquiries” laws, state insurance restrictions on the use of credit based insurance scores, and the Consumer Credit Directive in the European Union;
- Fair lending laws, such as the Truth In Lending Act (“TILA”) and Regulation Z, as amended by the Credit Card Accountability Responsibility and Disclosure Act of 2009 (“Credit CARD Act of 2009”), and the Equal Credit Opportunity Act (“ECOA”) and Regulation B;
- Privacy and security laws and regulations that limit the use and disclosure of personally identifiable information or require security procedures, including but not limited to the provisions of the Financial Services Modernization Act of 1999, also known as the Gramm Leach Bliley Act (“GLBA”); the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”); the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA Patriot Act”); identity theft, file freezing, security breach notification and similar state privacy laws;
- Extension of credit to consumers through the Electronic Fund Transfers Act and Regulation E, as well as nongovernmental VISA and MasterCard electronic payment standards;
- Regulations applicable to secondary market participants such as Fannie Mae and Freddie Mac that could have an impact on our products;
- Insurance laws and regulations applicable to our insurance clients and their use of our insurance products and services;
- The application or extension of consumer protection laws, including, laws governing the use of the Internet and telemarketing, advertising, endorsements and testimonials and credit repair;
- Laws and regulations applicable to operations in other countries, for example, the European Union’s Privacy Directive and the Foreign Corrupt Practices Act;
- Sarbanes-Oxley Act (“SOX”) requirements to maintain and verify internal process controls, including controls for material event awareness and notification;
- The implementation of the Emergency Economic Stabilization Act of 2008 by federal regulators to manage the financial crisis in the United States;
- Financial regulatory reform stemming from the Dodd-Frank Wall Street Reform and Consumer Protection Act and the many regulations mandated by that Act, including regulations issued by, and the supervisory authority of, the Bureau of Consumer Financial Protection (“CFPB”); and
- Laws and regulations regarding export controls as they apply to FICO products delivered in non-U.S. countries.

In making credit evaluations of consumers, or in performing fraud screening or user authentication, our customers are subject to requirements of multiple jurisdictions, which may impose onerous and contradictory requirements. Privacy legislation such as GLBA or the European Union’s Privacy Directive may also affect the nature and extent of the products or services that we can provide to customers, as well as our ability to collect, monitor and disseminate information subject to privacy protection. In addition to existing regulation, changes in legislative, judicial, regulatory or consumer environments could harm our business, financial condition or results of operations. These regulations and amendments to them could affect the demand for or profitability of some of our products, including scoring and consumer products. New regulations pertaining to financial institutions could cause them to pursue new strategies, reducing the demand for our products.

In response to market disruptions over the past several years, legislators and financial regulators implemented a number of mechanisms designed to add stability to the financial markets, including the provision of direct and indirect assistance to distressed financial institutions, assistance by the banking authorities in arranging acquisitions of weakened banks and broker-dealers, and implementation of programs by the Federal Reserve to provide liquidity to the commercial paper markets. The overall effects of these and other legislative and regulatory efforts on the financial markets are uncertain, and they may not have the intended stabilization effects. Should these or other legislative or regulatory initiatives fail to stabilize and add liquidity to the financial markets over the long term, our business, financial condition, results of operations and prospects could be materially and adversely affected. Whether or not legislative or regulatory initiatives or other efforts designed to address recent economic conditions successfully stabilize and add liquidity to the financial markets over the long term, we may need to modify our strategies, businesses or operations, and we may incur additional costs in order to compete in a changed business environment.

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***Our revenues depend, to a great extent, upon conditions in the consumer banking and insurance industries. If our clients' industrie experience a downturn, it will likely harm our business, financial condition or results of operations.***

During fiscal 2012, 80% of our revenues were derived from sales of products and services to the banking and insurance industries. The continued global economic downturn has produced substantial stress, volatility, illiquidity and disruption of global credit and other financial markets, resulting in the bankruptcy or acquisition of, or government assistance to, several major domestic and international financial institutions. The potential for increased and continuing disruptions present considerable risks to our businesses and operations. These risks include potential bankruptcies or credit deterioration of financial institutions, many of which are our customers. Such increased or continuing disruption would result in a continued decline in the revenue we receive from financial and other institutions.

While the rate of account growth in the U.S. bankcard industry has been slowing and many of our large institutional customers have consolidated in recent years, we have generated most of our revenue growth from our bankcard-related scoring and account management businesses by selling and cross-selling our products and services to large banks and other credit issuers. As the banking industry continues to experience contraction in the number of participating institutions, we may have fewer opportunities for revenue growth due to reduced or changing demand for our products and services that support customer acquisition programs of our customers. In addition, industry contraction could affect the base of recurring revenues derived from contracts in which we are paid on a per-transaction basis as formerly separate customers combine their operations under one contract. There can be no assurance that we will be able to prevent future revenue contraction or effectively promote future revenue growth in our businesses.

While we are attempting to expand our sales of consumer credit, banking and insurance products and services into international markets, the risks are greater as these markets are also experiencing substantial disruption and we are less well-known in them.

### **Risk Related to External Conditions**

***Material adverse developments in global economic conditions, or the occurrence of certain other world events, could affect demand for our products and services and harm our business.***

Purchases of technology products and services and decisioning solutions are subject to adverse economic conditions. When an economy is struggling, companies in many industries delay or reduce technology purchases, and we experience softened demand for our decisioning solutions and other products and services. The continued global economic downturn has produced substantial stress, volatility, illiquidity and disruption of global credit and other financial markets. The widespread economic downturn negatively affected the businesses and purchasing decisions of companies in the industries we serve. The potential for increased and continuing disruptions present considerable risks to our businesses and operations. If global economic conditions experience stress and negative volatility, or if there is an escalation in regional or global conflicts or terrorism, we will likely experience reductions in the number of available customers and in capital expenditures by our remaining customers, longer sales cycles, deferral or delay of purchase commitments for our products and increased price competition, which may adversely affect our business, results of operations and liquidity.

Whether or not legislative or regulatory initiatives or other efforts successfully stabilize and add liquidity to the financial markets, we may need to modify our strategies, businesses or operations, and we may incur additional costs in order to compete in a changed business environment. Given the volatile nature of the global economic environment and the uncertainties underlying efforts to stabilize it, we may not timely anticipate or manage existing, new or additional risks, as well as contingencies or developments, which may include regulatory developments and trends in new products and services. Our failure to do so could materially and adversely affect our business, financial condition, results of operations and prospects.

***In operations outside the United States, we are subject to unique risks that may harm our business, financial condition or results of operations.***

A growing portion of our revenues is derived from international sales. During fiscal 2012, 39% of our revenues were derived from business outside the United States. As part of our growth strategy, we plan to continue to pursue opportunities outside the United States, including opportunities in countries with economic systems that are in early stages of development and that may not mature sufficiently to result in growth for our business. Accordingly, our future operating results could be negatively affected by a variety of factors arising out of international commerce, some of which are beyond our control. These factors include:

- general economic and political conditions in countries where we sell our products and services;
- difficulty in staffing and efficiently managing our operations in multiple geographic locations and in various countries;
- effects of a variety of foreign laws and regulations, including restrictions on access to personal information;
- import and export licensing requirements;
- longer payment cycles;

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- reduced protection for intellectual property rights;
- currency fluctuations;
- changes in tariffs and other trade barriers; and
- difficulties and delays in translating products and related documentation into foreign languages.

There can be no assurance that we will be able to successfully address each of these challenges in the near term. Additionally, some of our business will be conducted in currencies other than the U.S. dollar. Foreign currency transaction gains and losses are not currently material to our cash flows, financial position or results of operations. However, an increase in our foreign revenues could subject us to increased foreign currency transaction risks in the future.

In addition to the risk of depending on international sales, we have risks incurred in having research and development personnel located in various international locations. We currently have a substantial portion of our product development staff in international locations, some of which have political and developmental risks. If such risks materialize, our business could be damaged.

***Our anti-takeover defenses could make it difficult for another company to acquire control of FICO, thereby limiting the demand for our securities by certain types of purchasers or the price investors are willing to pay for our stock.***

Certain provisions of our Restated Certificate of Incorporation, as amended, could make a merger, tender offer or proxy contest involving us difficult, even if such events would be beneficial to the interests of our stockholders. These provisions include giving our board the ability to issue preferred stock and determine the rights and designations of the preferred stock at any time without stockholder approval. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any preferred stock that may be issued in the future. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or discouraging a third party from acquiring, a majority of our outstanding voting stock. These factors and certain provisions of the Delaware General Corporation Law may have the effect of deterring hostile takeovers or otherwise delaying or preventing changes in control or changes in our management, including transactions in which our stockholders might otherwise receive a premium over the fair market value of our common stock.

***If we experience changes in tax laws or adverse outcomes resulting from examination of our income tax returns, it could adversely affect our results of operations.***

We are subject to federal and state income taxes in the United States and in certain foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. Our future effective tax rates could be adversely affected by changes in tax laws, by our ability to generate taxable income in foreign jurisdictions in order to utilize foreign tax losses, and by the valuation of our deferred tax assets. In addition, we are subject to the examination of our income tax returns by the Internal Revenue Service and other tax authorities. We regularly assess the likelihood of adverse outcomes resulting from such examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from such examinations will not have an adverse effect on our operating results and financial condition.

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### Item 2. Sales of Unregistered Equity Securities and Use of Proceeds

#### Issuer Purchases of Equity Securities

<u>Period</u>	<u>Total Number of Shares Purchased (1)</u>	<u>Average Price Paid per Share</u>	<u>Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)</u>
October 1, 2012 through October 31, 2012	5,631	\$ 45.62	\$ 150,000,000
November 1, 2012 through November 30, 2012	13,198	\$ 41.96	\$ 150,000,000
December 1, 2012 through December 31, 2012	127,940	\$ 41.95	\$ 150,000,000
	<u>146,769</u>	\$ 42.09	\$ 150,000,000

- (1) All 146,769 shares were delivered in satisfaction of the tax withholding obligations resulting from the vesting of restricted stock units held by employees during the quarter ended December 31, 2012.
- (2) On August 16, 2012 our Board of Directors approved a stock repurchase program to acquire shares of our common stock up to an aggregate cost of \$150.0 million in the open market or in negotiated transactions. We did not repurchase any shares during the quarter ended December 31, 2012 pursuant to this program.

#### Item 3. Defaults Upon Senior Securities

Not applicable.

#### Item 4. Mine Safety Disclosures

Not applicable.

#### Item 5. Other Information

Not applicable.

#### Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3.1	Composite Restated Certificate of Incorporation of Fair Isaac Corporation (incorporated by reference to Exhibit 3.2 to the company's Form 10-Q filed on February 8, 2010).
3.2	By-laws of Fair Isaac Corporation (incorporated by reference to Exhibit 3.1 to the Company's 10-Q filed on February 8, 2010).
10.1	Letter Agreement, dated March 7, 2012, between James M. Wehmann and the Company.
10.2	Letter Agreement, dated April 24, 2012, between Stuart C. Wells and the Company.
10.3	Form of Performance Share Unit Award Agreement under the 2012 Long-Term Incentive Plan.
31.1	Rule 13a-14(a)/15d-14(a) Certifications of CEO.
31.2	Rule 13a-14(a)/15d-14(a) Certifications of CFO.
32.1	Section 1350 Certification of CEO.
32.2	Section 1350 Certification of CFO.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

**SIGNATURES**

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

FAIR ISAAC CORPORATION

DATE: January 30, 2013

By \_\_\_\_\_ /s/ MICHAEL J. PUNG  
Michael J. Pung  
*Executive Vice President and Chief Financial Officer*  
*(for Registrant as duly authorized officer and*  
*as Principal Financial Officer)*

DATE: January 30, 2013

By \_\_\_\_\_ /s/ MICHAEL S. LEONARD  
Michael S. Leonard  
*Vice President and Chief Accounting Officer*  
*(Principal Accounting Officer)*

**EXHIBIT INDEX**

**To Fair Isaac Corporation Report On Form 10-Q  
For The Quarterly Period Ended December 31, 2012**

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101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	





March 7, 2012

James M. Wehmann  
6625 Fogelman Rd  
Independence, MN 55359

Dear Jim:

This letter agreement (the "Agreement") confirms our desire to establish your employment with Fair Isaac Corporation (the "Company") as the Company's Executive Vice President, Scores, overseeing the B2B and consumer scores businesses, and sets out the terms and conditions of your employment with the Company, as follows:

- Title:** You will serve as the Company's Executive Vice President, Scores.
- Term:** The term of your employment as the Company's Executive Vice President, Scores under the terms and conditions of this Agreement shall be for a period commencing on April 1, 2012 and ending on December 31, 2016 (the "Initial Term"), unless earlier terminated by either party as provided in this Agreement. Following the Initial Term, your employment with the Company under the terms and conditions of this Agreement shall automatically be renewed for successive one year periods (each a "Renewal Term") on January 1 of each year, unless the Company elects not to extend the Term providing you with written notice at least one hundred and eighty (180) days' prior to the end of the Initial Term or any Renewal Term thereof. The period of your employment with the Company under the terms and conditions of this Agreement (including during the Initial Term and any Renewal Term) is referred to as the "Term."
- Responsibilities:** During your employment hereunder with the Company as Executive Vice President, Scores, you will report to the Company's Chief Executive Officer and will be responsible for overseeing all aspects of the Company's B2B and consumer scores businesses and other functions to which you may be assigned from time to time by the Chief Executive Officer or his or her designee. You agree to serve the Company faithfully and to the best of your ability, and to devote your full working time, attention and efforts to the business of the Company. You may participate in charitable activities and personal investment activities to a reasonable extent, and you may serve as a director of business and civic organizations (and retain compensation from same) as approved by the Company's Board of Directors (the "Board"), so long as such activities and directorships do not interfere with the performance of your duties and responsibilities to the Company.
- Representation:** By accepting your continued employment with the Company under this Agreement and signing below, you represent and confirm that you are under no contractual or legal commitments that would prevent you from fulfilling your duties and responsibilities to the Company as Executive Vice President, Scores.

**Initial Base Salary:** During the Term, you will be paid a base salary at the rate of \$400,000 per year for services performed, in accordance with the regular payroll practices of the Company with annual review by the Board's Compensation Committee (the "Committee"). Your performance and base salary will be reviewed by the Committee annually during the first quarter of each fiscal year and may be adjusted upward from time to time at the discretion of the Committee, but will not be reduced without your consent during the Term. After any such increase, the reference to base salary in this Agreement shall mean such increased amount.

**Incentive Bonus:** You will participate in the Company's Management Incentive Plan, as may be amended by the Committee from time to time (the "MIP"). Under the MIP, for each full fiscal year of the Company that you are employed during the Term, you will be eligible for an annual incentive award opportunity payable from 0% to 100%, with a target award equal to 50%, of your annual base salary at the rate in effect at the end of such fiscal year, pursuant to the terms and conditions established by the Committee from time to time. Objectives will be established during the first quarter of the fiscal year. Any annual incentive bonus earned for a fiscal year will be paid to you by December 31 of the calendar year in which such fiscal year ends. For fiscal year 2012, your MIP bonus award is guaranteed to be no less than 50% of your annual base salary, prorated to reflect partial year participation between your hire effective date and fiscal year-end.

**Annual Equity:** For each fiscal year of the Company that you are employed during the Term, you will be eligible for an annual equity grant based on achievement of objectives established by the Committee, and on such other terms established by the Committee in its sole discretion. In accordance with the policies and practices of the Company, some or all of such annual equity grant may be in the form of restricted stock units, performance share units, or other equity that is an economic equivalent to an option award. Such equivalency will be determined by the Company in its sole discretion.

**Initial Equity:** The Company shall grant to you, effective as of your hire effective date (the "Date of Grant") a non-statutory option to purchase 200,000 shares of the common stock of the Company (the "Initial Option"), subject to the terms of the Company's 2012 Long-Term Incentive Plan (the "Plan"), and a stock option agreement to be entered into by you and the Company. The exercise price of the Initial Option shall be the Fair Market Value (as defined in the Plan) of the Company's common stock as of the Date of Grant. In accordance with the policies and practices of the Company, and prior to the Date of Grant, you may elect to exchange up to one-half of these Initial Options for Restricted Stock Units ("RSU") on a three Initial Options per one RSU basis. All Initial Options and RSUs granted will be subject to four-year ratable vesting.

Also on the Date of Grant, the Company shall grant to you 10,000 FY12 Performance Share Units ("PSU"), subject to the terms of the Plan and a PSU agreement to be entered into by you and the Company. These PSUs will be earned based upon the extent to which established FY12 revenue and net income targets are achieved. One fourth of earned PSUs will vest on December 13, 2012 with the remaining three-fourths subject to annual ratable vesting on December 13<sup>th</sup> of the next three years from that date.

**Signing Bonus:** You will receive a signing bonus of \$100,000, payable on the Company's first regular payroll date following your hire effective date. Should you voluntarily terminate your employment with the Company without Good Reason or should the Company terminate your employment with Cause and either such termination of employment occurs before the one year anniversary of your hire effective date, you will be responsible to repay a pro rata amount of your signing bonus. This pro rata amount will be calculated by dividing the net after tax amount of the signing bonus you receive by 365, and then multiplying that amount by the number of days from your termination date through the one-year anniversary of your hire effective date. You further authorize the Company to withhold this amount from any final wages due to you and agree to remit any remaining amount owed within 30 calendar days of the effective date of your termination of employment by the Company with Cause or your voluntary termination of employment with the Company without Good Reason.

**Benefits:** While employed by the Company during the Term, you (and your eligible dependents) will be eligible to participate in the employee benefit plans and programs generally available to other executive officers of the Company, and in such other employee benefit plans and programs to the extent that you meet the eligibility requirements for each individual plan or program and subject to the provisions, rules and regulations applicable to each such plan or program as in effect from time to time. The plans and programs of the Company may be modified or terminated by the Company in its discretion.

**Travel and Other Business Expenses:** In performing your responsibilities as Executive Vice President, Scores, you will be required to travel extensively, both within the United States and internationally. The Company will reimburse you promptly for all travel and other business expenses incurred by you in connection with the performance of your duties for the Company, subject to the Company's normal business expense and travel policies and procedures.

**Vacation:** During your employment with the Company, you will receive vacation time off in accordance with the policies and practices of the Company. Vacation time shall be taken at such times so as not to unduly disrupt the operations of the Company.

**Office Location:** Your employment will be based at the Company's offices located in Minneapolis, Minnesota.

**Inventions Agreement:** You acknowledge and agree to be bound by the terms and conditions of the enclosed Proprietary Information and Inventions Agreement ("PIIA"), to be separately signed by you, the terms of which are incorporated herein by reference.

**Change in Control:** You and the Company will enter into the enclosed Management Agreement (the "Management Agreement"), to be separately signed by you, the terms of which are incorporated herein by reference (except that terms defined in the Management Agreement apply only to the use of such terms in the Management Agreement, and terms defined in this Agreement apply only to the use of such terms in this Agreement).

Termination: Either you or the Company may terminate the employment relationship during the Term or after the Term at any time and for any reason. Upon termination of your employment by either party for any reason, you will promptly resign any and all positions you then hold as officer or director of the Company or any of its affiliates.

Severance: In case of involuntary termination of your employment by the Company without Cause prior to the end of the Initial Term or prior to the end of any Renewal Term then in effect or in the case of voluntary resignation of your employment for Good Reason prior to the end of the Initial Term or prior to the end of any Renewal Term then in effect (each a "Qualifying Termination"), the Company will pay you as severance pay an amount equal to one (1) times the sum of (a) your annual base salary at the rate in effect on your last day of employment plus (b) the annual incentive bonus last paid to you preceding the Qualifying Termination (if the Qualifying Termination occurs prior to your receipt of your incentive bonus under the Company's FY12 MIP, the total incentive bonus payment under this subparagraph (b) shall be \$100,000). In addition, upon a Qualifying Termination, if you (and, if applicable, your eligible dependents), complete and return the forms necessary to elect COBRA continuation coverage to the COBRA administrator for the group health plan in which you participate at the time of your Qualifying Termination, then the Company will provide you and your eligible dependents with COBRA continuation coverage at no cost to you, for a period of twelve (12) months following the effective date of termination of your employment, provided you remain eligible for COBRA. This continuation coverage will be provided only with respect to your base medical, dental, vision and Employee Assistance Program coverage under the group health plan in which you receive COBRA continuation coverage (and in Minnesota only, this applies to basic life insurance coverage), and shall not apply to any medical expense reimbursement account, dental care plan, vision care plan, or other arrangement for which you may be entitled to COBRA continuation coverage. To the extent necessary in order for you to avoid being subject to tax under section 105(h) of the Code (as defined below) on any payment or reimbursement of group medical, dental or other group health care expenses made to you or for your benefit pursuant to this paragraph, the Company shall impute as taxable income to you an amount equal to the COBRA continuation coverage cost described above.

Payment by the Company of any severance pay or premium reimbursements under this paragraph will be conditioned upon you (1) signing and not revoking a full release of all claims against the Company, its affiliates, officers, directors, employees, agents and assigns, substantially in the form attached to this Agreement as Exhibit A, and delivering such signed release to the Company within the period specified in Exhibit A (2) complying with your obligations under the PIIA or any other agreement between you and the Company then in effect, (3) cooperating with the Company in the transition of your duties, and (4) agreeing not to disparage or defame the Company, its affiliates, officers, directors, employees, agents, assigns, products or services as set forth in Exhibit

A. Subject to your execution and non-revocation of the release in the form attached hereto as Exhibit A and delivery of such signed release within forty-five (45) days after your “separation from service” as determined under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations and all notices, rulings and other guidance issued by the Internal Revenue Service interpreting same (“Section 409A”) and your compliance with the other conditions identified above, any severance payable to you under this Agreement will be paid to you in a lump sum on the 70th day following your “separation from service” as determined under Section 409A.

For purposes of this Agreement, “Cause” and “Good Reason” have the following definitions:

“Cause” means a determination in good faith by the Company of the existence of one or more of the following: (i) commission by you of any act constituting a felony; (ii) any intentional and/or willful act of fraud or material dishonesty by you related to, connected with or otherwise affecting your employment with the Company, or otherwise likely to cause material harm to the Company or its reputation; (iii) the willful and/or continued failure, neglect, or refusal by you to perform in all material respects your duties with the Company as an employee, officer or director, or to fulfill your fiduciary responsibilities to the Company, which failure, neglect or refusal has not been cured within fifteen (15) days after written notice thereof to you from the Company; or (iv) a material breach by you of the Company’s material policies or codes of conduct or of your material obligations under the PIIA or other written agreement signed by you and the Company, which breach has not been cured within fifteen (15) days after written notice thereof to you from the Company.

“Good Reason” means any one or more of the following conditions occur without your prior written consent: (i) a material reduction in your base salary, unless such reduction is part of an across-the-board uniformly applied reduction affecting all senior executives of the Company; (ii) a material reduction in your annual cash incentive bonus target expressed as a percentage of base salary, unless such reduction is part of an across-the-board uniformly applied reduction affecting all senior executives of the Company; (iii) a requirement that you relocate to an office located fifty (50) or more miles from your current office location; (iv) material breach by the Company of any terms or conditions of this Agreement; or (v) the failure of the Company to obtain agreement from any successor to assume and agree to perform this Agreement, unless this Agreement is otherwise assumed by any successor by operation of law. A termination for Good Reason shall not take effect unless the following provisions are satisfied. You shall notify the Company within ninety (90) days after the later of the occurrence of the event giving rise to Good Reason or your learning of such event, specifying such act or acts. The Company shall have thirty (30) days after such notice has been given to cure such conduct. If the Company fails to cure such condition, then you shall be entitled to resign for Good Reason, provided such resignation shall be no later than 180 days after the occurrence of the event giving rise to your right to so resign.

In the event of termination of your employment by the Company for Cause, resignation by you other than for Good Reason, or termination due to your death or any disability for which you are qualified for benefits under the Company's group long-term disability program, the Company's only obligations hereunder shall be those obligations set forth immediately below in this paragraph. For any termination of your employment, you shall be entitled to (i) such compensation and any benefits (including any vested equity awards) as are earned by you or accrued or vested through the date of termination of employment, (ii) reimbursement of your business expenses incurred through the date of termination, subject to the Company's normal business expense and travel policies and procedures; (iii) payments or benefits due to you pursuant to any applicable plan, policy, arrangement of, or agreement with, the Company or any of its affiliates; and (iv) your rights under the Indemnification Agreement, the Company's (or any successor's) charter documents or pursuant to applicable law or to be covered under any applicable directors' and officers' insurance policies.

In the event that you receive any payment or benefit under the Management Agreement following termination of your employment, you shall not be entitled to receive a comparable payment or benefit under this Agreement so as to prevent any duplication of any payments or benefits under this Agreement and the Management Agreement.

Indemnification:

The Company will indemnify you in connection with your duties and responsibilities for the Company, as set out in the enclosed Indemnification Agreement (the "Indemnification Agreement"), to be separately signed by you.

Prior Employment:

You have provided the Company with a copy of your prior Digital River Employee Covenant Not to Compete (your "Digital River Agreement"), and have represented that you do not have any other relevant contractual obligations to former employers. The Company does not believe your employment as the Company's Executive Vice President, Scores violates your Digital River Agreement. The Company expects that, in performing your responsibilities for the Company, you will comply with all pertinent obligations under your Digital River Agreement. The Company understands that you may have other contractual obligations to former employers, but you have represented that no such obligations prevent you from fulfilling your duties and responsibilities to the Company as Executive Vice President, Scores

Even though the Company does not believe your employment as the Company's Executive Vice President, Scores will cause you to breach your Digital River Agreement, there is a risk that Digital River may sue you or take other actions in an attempt to have your Digital River Agreement restrict you from serving as the Company's Executive Vice President, Scores. Given this possibility, the Company agrees: (i) to assume the defense, with counsel and scope of representation terms to be determined by the Company, of any action, suit, claim or proceeding against you based upon your alleged violation of the Digital River Agreement arising out of your service as the Company's Executive Vice President, Scores (a "Non-Compete Action"), (ii) to indemnify you against, and advance any and all expenses (including attorneys' fees, if applicable), witness fees, damages, judgments, fines and amounts paid in settlement, and any other amounts actually incurred by you in connection with a Non-Compete Action; and (iii) if Digital River and/or anyone acting on Digital River's behalf pursues injunctive relief and you are restrained, enjoined and/or otherwise prohibited

from employment with the Company, then the Company will pay you your base salary commencing on the first day you are restrained, enjoined and/or are otherwise prohibited from employment with the Company and continuing thereafter until the earlier of (x) the date of a final determination that there is no legal impediment to your employment with the Company, (y) the date the Company terminates your employment in accordance with the terms of the Agreement, or (z) the one-year anniversary of the first day you are restrained, enjoined and/or are otherwise prohibited from employment with the Company. For avoidance of doubt, any court-ordered termination of your employment with the Company related to a Non-Compete Action will not be considered to be a Qualifying Termination. To the extent that the provisions of the Indemnification Agreement do not conflict with any undertaking of the Company set forth in this Agreement, such as your obligation to provide written request for indemnification, such provisions shall apply with respect to the defense against a Non-Compete Action.

Taxes:

The Company may withhold from any compensation payable to you in connection with your employment such federal, state and local income and employment taxes as the Company shall reasonably determine are required to be withheld pursuant to any applicable law or regulation. You acknowledge and agree that the Company has made no assurances or representations to you regarding the tax treatment of any consideration provided for in this Agreement and that the Company has advised you to obtain your own personal tax advice. Except for any tax amounts withheld by the Company from the payments or other consideration hereunder and any employment taxes required to be paid by the Company or any tax liabilities for you that are the direct result of the Company failing to make payments or to provide other consideration hereunder in accordance with the terms of this Agreement, you shall be responsible for payment of any and all taxes owed in connection with the consideration provided for in this Agreement.

No Mitigation/  
No Offset:

In the event of any termination of your employment, you shall be under no obligation to seek other employment or otherwise mitigate damages. There shall be no offset against, or any recoupment of, any amounts, benefits or entitlements due to you hereunder on account of any remuneration or other benefit earned or received by you from subsequent employment.

Binding Nature:

As of the date first written above, this Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company and their respective successors, assigns, heirs, executors and administrators, except you may not assign your rights or obligations hereunder without the prior written consent of the Company (provided that if you should die while any payment, benefit or entitlement is due to you hereunder, such payment, benefit or entitlement shall be paid to your designated beneficiary, or, if there is no designated beneficiary, to your estate). In addition, no rights or obligations of the Company under this Agreement may be assigned or transferred by the Company without your prior written consent, except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or a sale, liquidation or other disposition of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and assumes the liabilities, obligations and duties of the Company under this Agreement, either contractually or as a matter of law.

Applicable Law:

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota.

Section 409A:

The parties hereto intend that all payments and benefits to be made or provided to you will be paid or provided in compliance with all applicable requirements of Section 409A (as defined above), and the provisions of this Agreement shall be construed and administered in accordance with and to implement such intent. In furtherance of the foregoing, the provisions set forth below shall apply notwithstanding any other provision in this Agreement.

(a) All payments to be made to you hereunder, to the extent they constitute a deferral of compensation subject to the requirements of Section 409A (after taking into account all exclusions applicable to such payments under Section 409A), shall be made no later, and shall not be made any earlier, than at the time or times specified herein or in any applicable plan for such payments to be made, except as otherwise permitted or required under Section 409A.

(b) The date of your “separation from service”, as defined in Section 409A (and as determined by applying the default presumptions in Treas. Reg. §1.409A-1(h)(1)(ii)), shall be treated as the date of your termination of employment for purposes of determining the time of payment of any amount that becomes payable to you related to your termination of employment and that is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment under Section 409A.

(c) To the extent any payment or delivery otherwise required to be made to you hereunder on account of your separation from service is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment and delivery under Section 409A, and if you are a “specified employee” under Section 409A at the time of your separation from service, then such payment and delivery shall not be made prior to the first business day after the earlier of (i) the expiration of six months from the date of your separation from service, or (ii) the date of your death (such first business day, the “Delayed Payment Date”). On the Delayed Payment Date, there shall be paid or delivered to you or, if you have died, to your estate, in a single payment or delivery (as applicable) all entitlements so delayed, and in the case of cash payments, in a single cash lump sum, an amount equal to aggregate amount of all payments delayed pursuant to the preceding sentence.

(d) In the case of any amounts payable to you under this Agreement that may be treated as payable in the form of “a series of installment payments”, as defined in Treas. Reg. §1.409A-2(b)(2)(iii), your right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of Treas. Reg. §1.409A-2(b)(2)(iii).



(e) To the extent that the reimbursement of any expenses eligible for reimbursement or the provision of any in-kind benefits under any provision of this Agreement would be considered deferred compensation under Section 409A (after taking into account all exclusions applicable to such reimbursements and benefits under Section 409A): (i) reimbursement of any such expense shall be made by the Company as soon as practicable after such expense has been incurred, but in any event no later than December 31st of the year following the year in which you incur such expense; (ii) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year shall not affect the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, in any calendar year; and (iii) your right to receive such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

Section 280G:

Section 3 of the Management Agreement is incorporated in full into this Agreement and shall apply to any payment, benefit or entitlement paid or provided to you (or to be paid or so provided) hereunder or otherwise as if such payment, benefit or entitlement had been paid under the Management Agreement.

Notices:

Any notice, request or other communication required under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally, or (ii) two days after having been sent by a recognized courier, provided written acknowledgement of receipt is obtained. Any such notices, requests or other communications shall be given to the Company, at Fair Isaac Corporation, Attn: General Counsel, 901 Marquette Avenue, Suite 3200, Minneapolis, MN 55402, and to you at your home address in the Company's files (or to any other address the party provides in accordance with this notice provision).

Entire Agreement:

This Agreement, the PIIA, the Indemnification Agreement and the Management Agreement constitute the entire agreement between the parties with respect to the subject matter hereto, and supersede all prior discussions, agreements and negotiations between you and the Company with respect to the subject matter hereof. No amendment or modification of this Agreement will be effective unless made in writing and signed by you and an authorized officer or director of the Company. Any waiver of this Agreement will only be effective if signed by the party against whom the waiver is being enforced (which in the case of the Company shall be an authorized officer or director). No waiver by any party of any breach of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time.

*[signature page follows]*

If you have any questions about the terms of this Agreement, please contact Richard Deal.

Sincerely,

/s/ William J. Lansing

William J. Lansing  
President and Chief Executive Officer

Enclosures

- Form of Release attached hereto as Exhibit A
- Management Agreement
- Proprietary Information and Inventions Agreement
- Indemnification Agreement

I accept and agree to the terms and conditions of employment with Fair Isaac Corporation as set forth above.

/s/ James M. Wehmann  
James M. Wehmann

3-7-12  
Dated

**EXHIBIT A**

**RELEASE BY JAMES M. WEHMANN**

**Definitions.** I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

- A. I, me, and my include both me (James M. Wehmann) and anyone who has or obtains any legal rights or claims through me.
- B. FICO means Fair Isaac Corporation, any company related to Fair Isaac Corporation in the present or past (including without limitation, its predecessors, parents, subsidiaries, affiliates, joint venture partners, and divisions), and any successors of Fair Isaac Corporation.
- C. Company means FICO; the present and past officers, directors, committees, shareholders, and employees of FICO; any company providing insurance to FICO in the present or past; the present and past employee benefit plans sponsored or maintained by FICO (other than multiemployer plans) and the present and past fiduciaries of such plans; the attorneys for FIC; and anyone who acted on behalf of FICO or on instructions from FICO.
- D. Agreement means the letter agreement between me and FICO dated <Insert Date>, including all of the documents attached to such agreement.
- E. My Claims mean all of my rights that I now have to any relief of any kind from the Company, whether I now know about such rights or not, including without limitation:
  - 1. all claims arising out of or relating to my employment with FICO or the termination of that employment;
  - 2. all claims arising out of or relating to the statements, actions, or omissions of the Company;
  - 3. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under the laws of the United States or any other country or of any state, province, municipality, or other unit of government, including without limitation, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Human Rights Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the California Fair Employment and Housing Act, the Minneapolis Civil Rights Ordinance, and workers' compensation non-interference or non-retaliation statutes (such as Minn. Stat. § 176.82);
  - 4. all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a

“whistleblower”; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;

5. all claims for compensation of any kind, including without limitation, bonuses, commissions, stock-based compensation or stock options, vacation pay and paid time off, perquisites, and expense reimbursements;
6. all rights I have under California Civil Code section 1542, which states that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;”
7. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
8. all claims for attorneys’ fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived; any claims that may arise after the date on which I sign this Release; any rights I may have to indemnification from FICO as a current or former officer, director or employee of FICO, including pursuant to the Indemnification Agreement (as defined in the Agreement); any claims for payments, entitlements or benefits due me under the Agreement or the Management Agreement (as defined in the Agreement), if applicable, subject to any terms or conditions under the Agreement or the Management Agreement, if applicable; or any claims I may have for earned and accrued benefits under any employee benefit plan sponsored by the Company in which I am a participant as of the date of termination of my employment with FICO or pursuant to any long-term incentive or equity plan or award agreement

**Consideration.** I am entering into this Release in consideration of FICO’s obligations to provide me certain severance benefits as specified in the Agreement. I will receive consideration from FICO as set forth in the Agreement if I sign and do not rescind this Release as provided below. I understand and acknowledge that I would not be entitled to the consideration under the Agreement if I did not sign this Release. The consideration is in addition to anything of value that I would be entitled to receive from FICO if I did not sign this Release or if I rescinded this Release. I acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date of this Release) by virtue of any employment by the Company.

**Agreement to Release My Claims.** In exchange for the consideration described in the Agreement, I give up and release all of My Claims. I will not make any demands or claims against the Company for compensation or damages relating to My Claims. The consideration that I am receiving is a fair compromise for the release of My Claims.

**Cooperation.** Upon the reasonable request of the Company, I agree that I will (i) timely execute and deliver such acknowledgements, instruments, certificates, and other ministerial documents (including without limitation, certification as to specific actions performed by me in my capacity as an officer of the Company) as may be necessary or appropriate to formalize and complete the applicable corporate records;

(ii) reasonably consult with the Company regarding business matters that I was involved with while employed by the Company; and (iii) be reasonably available, with or without subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation, with respect to matters that I may have knowledge of by virtue of my employment by or service to the Company. In performing my obligations under this paragraph to testify or otherwise provide information, I will honestly, truthfully, forthrightly, and completely provide the information requested, volunteer pertinent information and turn over to the Company all relevant documents which are or may come into my possession.

**My Continuing Obligations.** I understand and acknowledge that I must comply with all of my post-employment obligations under the Agreement and under the Proprietary Information and Inventions Agreement dated <Insert Date>. I will not defame or disparage the reputation, character, image, products, or services of FICO, or the reputation or character of FICO's directors, officers, employees and agents, and I will refrain from making public comment about the Company except upon the express written consent of an officer of FICO or if required by law or by any court with actual or apparent jurisdiction.

**Additional Agreements and Understandings.** Even though FICO will provide consideration for me to settle and release My Claims, the Company does not admit that it is responsible or legally obligated to me. In fact, the Company denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct toward me, and denies that it treated me unfairly.

**Advice to Consult with an Attorney.** I understand and acknowledge that I am hereby being advised by the Company to consult with an attorney prior to signing this Release and I have done so (or waived my right to do so). My decision whether to sign this Release is my own voluntary decision made with full knowledge that the Company has advised me to consult with an attorney.

**Period to Consider the Release.** I understand that I have at least 21 days from the date I received this Release (or at least 21 days after the last day of my employment with FICO, if later) to consider whether I wish to sign this Release. If I sign this Release before the end of the 21-day period, it will be my voluntary decision to do so because I have decided that I do not need any additional time to decide whether to sign this Release. I understand and agree that if I sign this Release prior to my last day of employment with FICO it will not be valid and FICO will not be obligated to provide the consideration described in the Release.

**My Right to Rescind this Release.** I understand that I may rescind this Release at any time within 15 days after I sign it, not counting the day upon which I sign it. This Release will not become effective or enforceable unless and until the 15-day rescission period has expired without my rescinding it. I understand that if I rescind this Release FICO will not be obligated to provide the consideration described in the Release.

**Procedure for Accepting or Rescinding the Release.** To accept the terms of this Release, I must deliver the Release, after I have signed and dated it, to FICO by hand or by mail within 45 days after my separation from service date. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to FICO by hand or by mail within the 15-day rescission period. All deliveries must be made to FICO at the following address:

Senior Vice President of Human Resources  
Fair Isaac Corporation  
901 Marquette Avenue  
Suite 3200  
Minneapolis, MN 55402

If I choose to deliver my acceptance or the rescission by mail, it must be postmarked within the period stated above and properly addressed to FICO at the address stated above.

**Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the Company. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims. I agree that the provisions of this Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of FICO and by me.

**My Representations.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with FICO. No child support orders, garnishment orders, or other orders requiring that money owed to me by FICO be paid to any other person are now in effect.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the Company except as specifically set forth in the Agreement. I am voluntarily releasing My Claims against the Company. I intend this Release and the Agreement to be legally binding.

Dated: \_\_\_\_\_

\_\_\_\_\_  
James W. Wehmann



April 24, 2012

Dr. Stuart C. Wells  
1033 West Knickerbocker Drive  
Sunnyvale, CA 94087

Dear Stuart:

This letter agreement (the "Agreement") confirms our desire to establish your employment with Fair Isaac Corporation (the "Company") as the Company's Executive Vice President, Chief Technology Officer, and sets out the terms and conditions of your employment with the Company, subject to approval by the Committee (as defined below), as follows:

**Title:** You will serve as the Company's Executive Vice President, Chief Technology Officer.

**Term:** The term of your employment as the Company's Executive Vice President, Chief Technology Officer under the terms and conditions of this Agreement shall be for a period commencing on April 25, 2012 and ending on December 31, 2016 (the "Initial Term"), unless earlier terminated by either party as provided in this Agreement. Following the Initial Term, your employment with the Company under the terms and conditions of this Agreement shall automatically be renewed for successive one year periods (each a "Renewal Term") on January 1 of each year, unless the Company elects not to extend the Term providing you with written notice at least one hundred and eighty (180) days' prior to the end of the Initial Term or any Renewal Term thereof. The period of your employment with the Company under the terms and conditions of this Agreement (including during the Initial Term and any Renewal Term) is referred to as the "Term."

**Responsibilities:** During your employment hereunder with the Company as Executive Vice President, Chief Technology Officer, you will report to the Company's Chief Executive Officer and will be responsible for leading the Company's information technology, product development, product management and other functions to which you may be assigned from time to time by the Company's Chief Executive Officer or his or her designee. You agree to serve the Company faithfully and to the best of your ability, and to devote your full working time, attention and efforts to the business of the Company. You may participate in charitable activities and personal investment activities to a reasonable extent, and you may serve as a director of business and civic organizations (and retain compensation from same) as approved by the Company's Board of Directors (the "Board"), so long as such activities and directorships do not interfere with the performance of your duties and responsibilities to the Company.

**Representation:** By accepting your continued employment with the Company under this Agreement and signing below, you represent and confirm that you are under no contractual or legal commitments that would prevent you from fulfilling your duties and responsibilities to the Company as Executive Vice President, Chief Technology Officer.

**Initial Base Salary:** During the Term, you will be paid a base salary at the rate of \$500,000 per year for services performed, in accordance with the regular payroll practices of the Company with annual review by the Board's Compensation Committee (the "Committee"). Your performance and base salary will be reviewed by the Committee annually during the first quarter of each fiscal year and may be adjusted upward from time to time at the discretion of the Committee, but will not be reduced without your consent during the Term. After any such increase, the reference to base salary in this Agreement shall mean such increased amount.

**Incentive Bonus:** You will participate in the Company's Management Incentive Plan, as may be amended by the Committee from time to time (the "MIP"). Under the MIP, for each full fiscal year of the Company that you are employed during the Term, you will be eligible for an annual incentive award opportunity payable from 0% to 100%, with a target award equal to 50%, of your annual base salary at the rate in effect at the end of such fiscal year, pursuant to the terms and conditions established by the Committee from time to time. Objectives will be established during the first quarter of the fiscal year. Any annual incentive bonus earned for a fiscal year will be paid to you by December 31 of the calendar year in which such fiscal year ends. For fiscal year 2012, your MIP bonus award is guaranteed to be no less than \$100,000.

**Initial Equity:** The Company shall grant to you, effective as of your hire effective date (the "Date of Grant") a non-statutory option to purchase 250,000 shares of the common stock of the Company (the "Initial Option"), subject to the terms of the Company's 2012 Long-Term Incentive Plan (the "Plan"), and a stock option agreement to be entered into by you and the Company. The exercise price of the Initial Option shall be the Fair Market Value (as defined in the Plan) of the Company's common stock as of the Date of Grant. In accordance with the policies and practices of the Company, and prior to the Date of Grant, you may elect to exchange up to one-half of these Initial Options for Restricted Stock Units ("RSU") on a three Initial Options per one RSU basis. All Initial Options and RSUs granted will be subject to four-year ratable vesting.

Also on the Date of Grant, the Company shall grant to you 15,000 FY12 Performance Share Units ("PSU"), subject to the terms of the Plan and a PSU agreement to be entered into by you and the Company. These PSUs will be earned based upon the extent to which established FY12 revenue and net income targets are achieved. One fourth of earned PSUs will vest on December 13, 2012 with the remaining three-fourths subject to annual ratable vesting on December 13th of the next three years from that date.

**Annual Equity:** For each fiscal year of the Company that you are employed during the Term, you will be eligible for an annual equity grant based on achievement of objectives established by the Committee, and on such other terms established by the Committee in its sole discretion. In accordance with the policies and practices of



the Company, some or all of such annual equity grant may be in the form of restricted stock units, performance share units, or other equity that is an economic equivalent to an option award. Such equivalency will be determined by the Company in its sole discretion.

- Benefits:** While employed by the Company during the Term, you (and your eligible dependents) will be eligible to participate in the employee benefit plans and programs generally available to other executive officers of the Company, and in such other employee benefit plans and programs to the extent that you meet the eligibility requirements for each individual plan or program and subject to the provisions, rules and regulations applicable to each such plan or program as in effect from time to time. The plans and programs of the Company may be modified or terminated by the Company in its discretion.
- Travel and Other Business Expenses:** In performing your responsibilities as Executive Vice President, Chief Technology Officer, you will be required to travel extensively, both within the United States and internationally. The Company will reimburse you promptly for all travel and other business expenses incurred by you in connection with the performance of your duties for the Company, subject to the Company's normal business expense and travel policies and procedures. The Company will allow you to book business class tickets for all work-related domestic and international travel, subject to the other terms and conditions of the Company's travel policies, including advance ticket purchase requirements.
- Vacation:** During your employment with the Company, you will receive vacation time off in accordance with the policies and practices of the Company. Vacation time shall be taken at such times so as not to unduly disrupt the operations of the Company.
- Office Location:** Your employment will be based at the Company's offices located in San Jose, California.
- Inventions Agreement:** You acknowledge and agree to be bound by the terms and conditions of the enclosed Proprietary Information and Inventions Agreement ("PIIA"), to be separately signed by you, the terms of which are incorporated herein by reference.
- Change in Control:** You and the Company will enter into the enclosed Management Agreement (the "Management Agreement"), to be separately signed by you, the terms of which are incorporated herein by reference (except that terms defined in the Management Agreement apply only to the use of such terms in the Management Agreement, and terms defined in this Agreement apply only to the use of such terms in this Agreement).
- Termination:** Either you or the Company may terminate the employment relationship during the Term or after the Term at any time and for any reason. Upon termination of your employment by either party for any reason, you will promptly resign any and all positions you then hold as officer or director of the Company or any of its affiliates.

Severance:

In case of involuntary termination of your employment by the Company without Cause prior to the end of the Initial Term or prior to the end of any Renewal Term then in effect or in the case of voluntary resignation of your employment for Good Reason prior to the end of the Initial Term or prior to the end of any Renewal Term then in effect (each a "Qualifying Termination"), the Company will pay you as severance pay an amount equal to one (1) times the sum of (a) your annual base salary at the rate in effect on your last day of employment plus (b) the annual incentive bonus last paid to you preceding the Qualifying Termination (if the Qualifying Termination occurs prior to your receipt of your incentive bonus under the Company's FY12 MIP, the total incentive bonus payment under this subparagraph (b) shall be \$100,000). In addition, upon a Qualifying Termination, if you (and, if applicable, your eligible dependents), complete and return the forms necessary to elect COBRA continuation coverage to the COBRA administrator for the group health plan in which you participate at the time of your Qualifying Termination, then the Company will provide you and your eligible dependents with COBRA continuation coverage at no cost to you, for a period of twelve (12) months following the effective date of termination of your employment, provided you remain eligible for COBRA. This continuation coverage will be provided only with respect to your base medical, dental, vision and Employee Assistance Program coverage under the group health plan in which you receive COBRA continuation coverage (and in Minnesota only, this applies to basic life insurance coverage), and shall not apply to any medical expense reimbursement account, dental care plan, vision care plan, or other arrangement for which you may be entitled to COBRA continuation coverage. To the extent necessary in order for you to avoid being subject to tax under section 105(h) of the Code (as defined below) on any payment or reimbursement of group medical, dental or other group health care expenses made to you or for your benefit pursuant to this paragraph, the Company shall impute as taxable income to you an amount equal to the COBRA continuation coverage cost described above.

Payment by the Company of any severance pay or premium reimbursements under this paragraph will be conditioned upon you (1) signing and not revoking a full release of all claims against the Company, its affiliates, officers, directors, employees, agents and assigns, substantially in the form attached to this Agreement as Exhibit A, and delivering such signed release to the Company within the period specified in Exhibit A (2) complying with your obligations under the PIIA or any other agreement between you and the Company then in effect, (3) cooperating with the Company in the transition of your duties, and (4) agreeing not to disparage or defame the Company, its affiliates, officers, directors, employees, agents, assigns, products or services as set forth in Exhibit A. Subject to your execution and non-revocation of the release in the form attached hereto as Exhibit A and delivery of such signed release within forty-five (45) days after your "separation from service" as determined under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations and all notices, rulings and other guidance issued by the Internal Revenue Service interpreting same ("Section 409A") and your compliance with the other conditions identified above, any severance payable to you under this Agreement will be paid to you in a lump sum on the 70<sup>th</sup> day following your "separation from service" as determined under Section 409A.

For purposes of this Agreement, “Cause” and “Good Reason” have the following definitions:

“Cause” means a determination in good faith by the Company of the existence of one or more of the following:

(i) commission by you of any act constituting a felony; (ii) any intentional and/or willful act of fraud or material dishonesty by you related to, connected with or otherwise affecting your employment with the Company, or otherwise likely to cause material harm to the Company or its reputation; (iii) the willful and/or continued failure, neglect, or refusal by you to perform in all material respects your duties with the Company as an employee, officer or director, or to fulfill your fiduciary responsibilities to the Company, which failure, neglect or refusal has not been cured within fifteen (15) days after written notice thereof to you from the Company; or (iv) a material breach by you of the Company’s material policies or codes of conduct or of your material obligations under the PIIA or other written agreement signed by you and the Company.

“Good Reason” means any one or more of the following conditions occur without your prior written consent: (i) a material reduction in your base salary, unless such reduction is part of an across-the-board uniformly applied reduction affecting all senior executives of the Company; (ii) a material reduction in your annual cash incentive bonus target expressed as a percentage of base salary, unless such reduction is part of an across-the-board uniformly applied reduction affecting all senior executives of the Company; (iii) a requirement that you relocate to an office located fifty (50) or more miles from your current office location; (iv) material breach by the Company of any terms or conditions of this Agreement; or (v) the failure of the Company to obtain agreement from any successor to assume and agree to perform this Agreement, unless this Agreement is otherwise assumed by any successor by operation of law. A termination for Good Reason shall not take effect unless the following provisions are satisfied. You shall notify the Company within ninety (90) days after the later of the occurrence of the event giving rise to Good Reason or your learning of such event, specifying such act or acts. The Company shall have thirty (30) days after such notice has been given to cure such conduct. If the Company fails to cure such condition, then you shall be entitled to resign for Good Reason, provided such resignation shall be no later than 180 days after the occurrence of the event giving rise to your right to so resign.

In the event of termination of your employment by the Company for Cause, resignation by you other than for Good Reason, or termination due to your death or any disability for which you are qualified for benefits under the Company’s group long-term disability program, the Company’s only obligations hereunder shall be those obligations set forth immediately below in this paragraph. For any termination of your employment, you shall be entitled to (i) such compensation and any benefits (including any vested equity awards) as are earned by you or accrued or vested through the date of termination of employment, (ii) reimbursement of your business expenses incurred through the date of termination, subject to the Company’s normal business expense and travel policies and procedures; (iii) payments or benefits due to you pursuant to any applicable plan, policy, arrangement of, or agreement with, the Company or any of its affiliates; and (iv) your rights under the Indemnification Agreement, the Company’s (or any successor’s) charter documents or pursuant to applicable law or to be covered under any applicable directors’ and officers’ insurance policies.

In the event that you receive any payment or benefit under the Management Agreement following termination of your employment, you shall not be entitled to receive a comparable payment or benefit under this Agreement so as to prevent any duplication of any payments or benefits under this Agreement and the Management Agreement.

Indemnification:

The Company will indemnify you in connection with your duties and responsibilities for the Company, as set out in the enclosed Indemnification Agreement (the "Indemnification Agreement"), to be separately signed by you.

Taxes:

The Company may withhold from any compensation payable to you in connection with your employment such federal, state and local income and employment taxes as the Company shall reasonably determine are required to be withheld pursuant to any applicable law or regulation. You acknowledge and agree that the Company has made no assurances or representations to you regarding the tax treatment of any consideration provided for in this Agreement and that the Company has advised you to obtain your own personal tax advice. Except for any tax amounts withheld by the Company from the payments or other consideration hereunder and any employment taxes required to be paid by the Company or any tax liabilities for you that are the direct result of the Company failing to make payments or to provide other consideration hereunder in accordance with the terms of this Agreement, you shall be responsible for payment of any and all taxes owed in connection with the consideration provided for in this Agreement.

No Mitigation/  
No Offset:

In the event of any termination of your employment, you shall be under no obligation to seek other employment or otherwise mitigate damages. There shall be no offset against, or any recoupment of, any amounts, benefits or entitlements due to you hereunder on account of any remuneration or other benefit earned or received by you from subsequent employment.

Binding Nature:

As of the date first written above, subject to approval by the Committee, this Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company and their respective successors, assigns, heirs, executors and administrators, except you may not assign your rights or obligations hereunder without the prior written consent of the Company (provided that if you should die while any payment, benefit or entitlement is due to you hereunder, such payment, benefit or entitlement shall be paid to your designated beneficiary, or, if there is no designated beneficiary, to your estate). In addition, no rights or obligations of the Company under this Agreement may be assigned or transferred by the Company without your prior written consent, except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or a sale, liquidation or other disposition of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and assumes the liabilities, obligations and duties of the Company under this Agreement, either contractually or as a matter of law.

Applicable Law:

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota.

Section 409A:

The parties hereto intend that all payments and benefits to be made or provided to you will be paid or provided in compliance with all applicable requirements of Section 409A (as defined above), and the provisions of this Agreement shall be construed and administered in accordance with and to implement such intent. In furtherance of the foregoing, the provisions set forth below shall apply notwithstanding any other provision in this Agreement.

(a) All payments to be made to you hereunder, to the extent they constitute a deferral of compensation subject to the requirements of Section 409A (after taking into account all exclusions applicable to such payments under Section 409A), shall be made no later, and shall not be made any earlier, than at the time or times specified herein or in any applicable plan for such payments to be made, except as otherwise permitted or required under Section 409A.

(b) The date of your “separation from service”, as defined in Section 409A (and as determined by applying the default presumptions in Treas. Reg. §1.409A-1(h)(1)(ii)), shall be treated as the date of your termination of employment for purposes of determining the time of payment of any amount that becomes payable to you related to your termination of employment and that is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment under Section 409A.

(c) To the extent any payment or delivery otherwise required to be made to you hereunder on account of your separation from service is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment and delivery under Section 409A, and if you are a “specified employee” under Section 409A at the time of your separation from service, then such payment and delivery shall not be made prior to the first business day after the earlier of (i) the expiration of six months from the date of your separation from service, or (ii) the date of your death (such first business day, the “Delayed Payment Date”). On the Delayed Payment Date, there shall be paid or delivered to you or, if you have died, to your estate, in a single payment or delivery (as applicable) all entitlements so delayed, and in the case of cash payments, in a single cash lump sum, an amount equal to aggregate amount of all payments delayed pursuant to the preceding sentence.

(d) In the case of any amounts payable to you under this Agreement that may be treated as payable in the form of “a series of installment payments”, as defined in Treas. Reg. §1.409A-2(b)(2)(iii), your right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of Treas. Reg. §1.409A-2(b)(2)(iii).

(e) To the extent that the reimbursement of any expenses eligible for reimbursement or the provision of any in-kind benefits under any provision of this Agreement would be considered deferred compensation under Section 409A (after taking into account all exclusions applicable to such reimbursements and benefits under Section 409A): (i) reimbursement of any such expense shall be

made by the Company as soon as practicable after such expense has been incurred, but in any event no later than December 31st of the year following the year in which you incur such expense; (ii) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year shall not affect the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, in any calendar year; and (iii) your right to receive such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

Section 280G:

Section 3 of the Management Agreement is incorporated in full into this Agreement and shall apply to any payment, benefit or entitlement paid or provided to you (or to be paid or so provided) hereunder or otherwise as if such payment, benefit or entitlement had been paid under the Management Agreement.

Notices:

Any notice, request or other communication required under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally, or (ii) two days after having been sent by a recognized courier, provided written acknowledgement of receipt is obtained. Any such notices, requests or other communications shall be given to the Company, at Fair Isaac Corporation, Attn: General Counsel, 901 Marquette Avenue, Suite 3200, Minneapolis, MN 55402, and to you at your home address in the Company's files (or to any other address the party provides in accordance with this notice provision).

Entire Agreement:

This Agreement, the PIIA, the Indemnification Agreement and the Management Agreement constitute the entire agreement between the parties with respect to the subject matter hereto, and supersede all prior discussions, agreements and negotiations between you and the Company with respect to the subject matter hereof. No amendment or modification of this Agreement will be effective unless made in writing and signed by you and an authorized officer or director of the Company. Any waiver of this Agreement will only be effective if signed by the party against whom the waiver is being enforced (which in the case of the Company shall be an authorized officer or director). No waiver by any party of any breach of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time.

*[signature page follows]*

If you have any questions about the terms of this Agreement, please contact Richard Deal.

Sincerely,

/s/ William J. Lansing

William J. Lansing  
President and Chief Executive Officer

Enclosures

- Form of Release attached hereto as Exhibit A
- Management Agreement
- Proprietary Information and Inventions Agreement
- Indemnification Agreement

I accept and agree to the terms and conditions of employment with Fair Isaac Corporation as set forth above.

/s/ S. C. Wells  
Stuart C. Wells

4-24-2012  
Dated

**EXHIBIT A**

**RELEASE BY STUART C. WELLS**

**Definitions.** I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

- A. I, me, and my include both me (Stuart C. Wells) and anyone who has or obtains any legal rights or claims through me.
- B. FICO means Fair Isaac Corporation, any company related to Fair Isaac Corporation in the present or past (including without limitation, its predecessors, parents, subsidiaries, affiliates, joint venture partners, and divisions), and any successors of Fair Isaac Corporation.
- C. Company means FICO; the present and past officers, directors, committees, shareholders, and employees of FICO; any company providing insurance to FICO in the present or past; the present and past employee benefit plans sponsored or maintained by FICO (other than multiemployer plans) and the present and past fiduciaries of such plans; the attorneys for FICO; and anyone who acted on behalf of FICO or on instructions from FICO.
- D. Agreement means the letter agreement between me and FICO dated April 24, 2012, including all of the documents attached to such agreement.
- E. My Claims mean all of my rights that I now have to any relief of any kind from the Company, whether I now know about such rights or not, including without limitation:
  - 1. all claims arising out of or relating to my employment with FICO or the termination of that employment;
  - 2. all claims arising out of or relating to the statements, actions, or omissions of the Company;
  - 3. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under the laws of the United States or any other country or of any state, province, municipality, or other unit of government, including without limitation, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Human Rights Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the California Fair Employment and Housing Act, the Minneapolis Civil Rights Ordinance, and workers' compensation non-interference or non-retaliation statutes (such as Minn. Stat. § 176.82);
  - 4. all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a



“whistleblower”; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;

5. all claims for compensation of any kind, including without limitation, bonuses, commissions, stock-based compensation or stock options, vacation pay and paid time off, perquisites, and expense reimbursements;
6. all rights I have under California Civil Code section 1542, which states that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;”
7. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
8. all claims for attorneys’ fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived; any claims that may arise after the date on which I sign this Release; any rights I may have to indemnification from FICO as a current or former officer, director or employee of FICO, including pursuant to the Indemnification Agreement (as defined in the Agreement); any claims for payments, entitlements or benefits due me under the Agreement or the Management Agreement (as defined in the Agreement), if applicable, subject to any terms or conditions under the Agreement or the Management Agreement, if applicable; or any claims I may have for earned and accrued benefits under any employee benefit plan sponsored by the Company in which I am a participant as of the date of termination of my employment with FICO or pursuant to any long-term incentive or equity plan or award agreement

**Consideration.** I am entering into this Release in consideration of FICO’s obligations to provide me certain severance benefits as specified in the Agreement. I will receive consideration from FICO as set forth in the Agreement if I sign and do not rescind this Release as provided below. I understand and acknowledge that I would not be entitled to the consideration under the Agreement if I did not sign this Release. The consideration is in addition to anything of value that I would be entitled to receive from FICO if I did not sign this Release or if I rescinded this Release. I acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date of this Release) by virtue of any employment by the Company.

**Agreement to Release My Claims.** In exchange for the consideration described in the Agreement, I give up and release all of My Claims. I will not make any demands or claims against the Company for compensation or damages relating to My Claims. The consideration that I am receiving is a fair compromise for the release of My Claims.

**Cooperation.** Upon the reasonable request of the Company, I agree that I will (i) timely execute and deliver such acknowledgements, instruments, certificates, and other ministerial documents (including without limitation, certification as to specific actions performed by me in my capacity as an officer of the Company) as may be necessary or appropriate to formalize and complete the applicable corporate records;

(ii) reasonably consult with the Company regarding business matters that I was involved with while employed by the Company; and (iii) be reasonably available, with or without subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation, with respect to matters that I may have knowledge of by virtue of my employment by or service to the Company. In performing my obligations under this paragraph to testify or otherwise provide information, I will honestly, truthfully, forthrightly, and completely provide the information requested, volunteer pertinent information and turn over to the Company all relevant documents which are or may come into my possession.

**Continuing Non-Disparagement Obligations.** I understand and acknowledge that I must comply with all of my post-employment obligations under the Agreement and under the PIIA (as defined in the Agreement). I will not defame or disparage the reputation, character, image, products, or services of FICO, or the reputation or character of FICO's directors, officers, employees and agents, and I will refrain from making public comment about the Company except upon the express written consent of an officer of FICO or if required by law or by any court with actual or apparent jurisdiction. FICO (by and through the current members of FICO's Board of Directors and the current executive officers of FICO) will not at any time disparage, defame or besmirch my reputation, character or image. FICO and I both understand that it shall not be considered disparagement and nothing in this Release is intended to prevent or interfere with any party making any required or reasonable communications with, or providing information to, any governmental, law enforcement, or stock exchange agency or representative, or in connection with any governmental investigation, court, administrative or arbitration proceeding.

**Additional Agreements and Understandings.** Even though FICO will provide consideration for me to settle and release My Claims, the Company does not admit that it is responsible or legally obligated to me. In fact, the Company denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct toward me, and denies that it treated me unfairly.

**Advice to Consult with an Attorney.** I understand and acknowledge that I am hereby being advised by the Company to consult with an attorney prior to signing this Release and I have done so (or waived my right to do so). My decision whether to sign this Release is my own voluntary decision made with full knowledge that the Company has advised me to consult with an attorney.

**Period to Consider the Release.** I understand that I have at least 21 days from the date I received this Release (or at least 21 days after the last day of my employment with FICO, if later) to consider whether I wish to sign this Release. If I sign this Release before the end of the 21-day period, it will be my voluntary decision to do so because I have decided that I do not need any additional time to decide whether to sign this Release. I understand and agree that if I sign this Release prior to my last day of employment with FICO it will not be valid and FICO will not be obligated to provide the consideration described in the Release.

**My Right to Rescind this Release.** I understand that I may rescind this Release at any time within 15 days after I sign it, not counting the day upon which I sign it. This Release will not become effective or enforceable unless and until the 15-day rescission period has expired without my rescinding it. I understand that if I rescind this Release FICO will not be obligated to provide the consideration described in the Release.

**Procedure for Accepting or Rescinding the Release.** To accept the terms of this Release, I must deliver the Release, after I have signed and dated it, to FICO by hand or by mail within 45 days after my separation from service date. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to FICO by hand or by mail within the 15-day rescission period. All deliveries must be made to FICO at the following address:

SVP, Chief HR Officer  
Fair Isaac Corporation  
901 Marquette Avenue  
Suite 3200  
Minneapolis, MN 55402

If I choose to deliver my acceptance or the rescission by mail, it must be postmarked within the period stated above and properly addressed to FICO at the address stated above.

**Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the Company. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims. I agree that the provisions of this Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of FICO and by me.

**My Representations.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with FICO. No child support orders, garnishment orders, or other orders requiring that money owed to me by FICO be paid to any other person are now in effect.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the Company except as specifically set forth in the Agreement. I am voluntarily releasing My Claims against the Company. I intend this Release and the Agreement to be legally binding.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stuart C. Wells

**Fair Isaac Corporation**  
**2012 Long-Term Incentive Plan**

**Performance Share Unit Agreement**

This Performance Share Unit Award Agreement (this “Agreement”), dated \_\_\_\_\_ (the “Grant Date”), is by and between \*[Name] (the “Participant”), and Fair Isaac Corporation, a Delaware corporation (the “Company”). Any term capitalized but not defined in this Agreement will have the meaning set forth in the Company’s 2012 Long-Term Incentive Plan (the “Plan”).

In the exercise of its discretion to grant Awards under the Plan, the Committee has determined that the Participant should receive an Award of performance share units under the Plan. This Award is subject to the following terms and conditions:

1. **Grant of Performance Share Units.** The Company hereby grants to the Participant an Award consisting of \*[Insert maximum number of units the participant could earn] performance share units (the “Units”). Each Unit that has been earned pursuant to Section 3 of this Agreement and vests pursuant to Section 4 of this Agreement represents the right to receive one share of the Company’s common stock as provided in Section 7 of this Agreement. The Award will be subject to the terms and conditions of the Plan and this Agreement.
2. **Restrictions on Units.** Neither this Award nor the Units subject to this Award may be sold, assigned, transferred, exchanged or encumbered other than a transfer upon death in accordance with the Participant’s will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted by the Participant in accordance with Section 6(d) of the Plan. Any attempted transfer in violation of this Section 2 shall be of no effect and may result in the forfeiture of all Units. The Units and the Participant’s right to receive Shares in settlement of the Units under this Agreement shall be subject to forfeiture as provided in this Agreement until satisfaction of the conditions for earning and vesting the Units as set forth in Section 3 and Section 4, respectively, of this Agreement.
3. **Earned Units.** Whether and to what degree the Units will have been earned (the “Earned Units”) during the period starting on October 1, \_\_\_\_\_ and ending on September 30, \_\_\_\_\_ (the “Performance Period”) will be determined by whether and to what degree the Company has satisfied the applicable performance goal(s) for the Performance Period as set forth in Appendix A to this Agreement, and whether and to what degree the Committee has chosen to exercise its discretion to decrease the number of Units otherwise deemed to have been earned. The Participant acknowledges that the number of Units deemed to have been earned based on whether and to what degree the Company has satisfied the applicable performance goal(s) for the Performance Period may be adjusted downward, including to zero, by the Committee in its sole and absolute discretion based on such factors as the Committee determines to be appropriate and/or advisable. Any Units that are not designated as Earned Units at the conclusion of the Performance Period in accordance with this Section 3 will be forfeited.

4. **Vesting of Earned Units.** Subject to Section 6 of this Agreement, if the Participant remains an Employee of the Company or any of its Affiliates continuously from the Grant Date, then 25% of the Earned Units will vest on each \*[specify next four anniversary dates of the grant date]. The period from October 1, through \*[specify end date of vesting period] is referred to as the “Vesting Period.”
5. **Service Requirement.** Except as otherwise provided in accordance with Section 6 of this Agreement, if you cease to be an Employee of the Company or any of its Affiliates prior to the vesting dates specified in Section 4 of this Agreement, you will forfeit all unvested Units. Your Service as an Employee will be deemed continuing while you are on a leave of absence approved by the Company in writing or guaranteed by applicable law or other written agreement you have entered into with the Company (an “Approved Leave”). If you do not resume providing Service as an Employee of the Company or any Affiliate following your Approved Leave, your Service will be deemed to have terminated upon the expiration of the Approved Leave.
6. **Effect of Termination of Service or Change in Control.**
  - (a) Except as may be provided by the Committee pursuant to Section 6(b), upon termination of Service during the Performance Period for any reason other than death or Disability, all Units will be immediately forfeited without consideration.
  - (b) Upon (i) termination of Service during the Performance Period due to death or Disability or (ii) a Change in Control during the Performance Period as a result of which the Company does not survive as an operating company or survives only as a subsidiary of another entity, 50% of the number of Units subject to this Award will be deemed Earned Units and will immediately vest in full. Any remaining Units that do not vest as provided in this Section 6(b) will be immediately forfeited without consideration. In connection with a Change in Control during the Performance Period that does not fit the circumstances described in clause (ii) of this Section 6(b), the Committee may provide in its discretion that 50% of the number of Units subject to this Award will be deemed Earned Units and will vest in full upon the occurrence of the Change in Control or upon the termination of the Participant’s Service as an employee within 12 months following the Change in Control.
  - (c) Except as may be provided by the Committee pursuant to Section 6(d), upon termination of Service during the Vesting Period for any reason other than death or Disability, all Earned Units that have not vested will be immediately forfeited without consideration.
  - (d) Upon (i) termination of Service during the Vesting Period due to death or Disability or (ii) a Change in Control during the Vesting Period as a result of which the Company does not survive as an operating company or survives only as a subsidiary of another entity, all Earned Units will immediately vest in full. In connection with a Change in Control during the Vesting Period that does not fit the circumstances described in clause (ii) of this Section 6(d), the Committee may provide in its discretion that all Earned Units will vest in full upon the occurrence of the Change in Control or upon the termination of the Participant’s Service as an employee within 12 months following the Change in Control.

7. **Settlement of Units.** After any Units vest pursuant to Section 4 or Section 6 of this Agreement, the Company shall, as soon as practicable (but in any event within the period specified in Treas. Reg. § 1.409A-1(b)(4) to qualify for a short-term deferral exception to Section 409A of the Code), cause to be issued and delivered to the Participant, or to the Participant's designated beneficiary or estate in the event of the Participant's death, one Share in payment and settlement of each vested Unit (the date of each such issuance being a "Settlement Date"). Delivery of the Shares shall be effected by the electronic delivery of the Shares to a brokerage account maintained for the Participant at E\*Trade (or another broker designated by the Company or the Participant), or by another method provided by the Company, and shall be subject to the tax withholding provisions of Section 8 of this Agreement and compliance with all applicable legal requirements, including compliance with the requirements of applicable federal and state securities laws, and shall be in complete satisfaction and settlement of such vested Units.
8. **Tax Consequences and Withholding.** As a condition precedent to the delivery of Shares in settlement of the Units, the Participant is required to make arrangements acceptable to the Company for payment of any federal, state or local withholding taxes that may be due as a result of the issuance of Shares pursuant to the settlement of the Units ("Withholding Taxes"), in accordance with Section 15 of the Plan.
- Until such time as the Company provides notice to the contrary, it will collect the Withholding Taxes through an automatic Share withholding procedure (the "Share Withholding Method"), unless other arrangements acceptable to the Company have been made. Under such procedure, the Company or its agent will withhold, at the Settlement Date, a portion of the Shares with a Fair Market Value (measured as of the Settlement Date) sufficient to cover the amount of such taxes; provided, however, that the number of any Shares so withheld shall not exceed the number necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state and local tax purposes that are applicable to supplemental taxable income.
- The Company will notify the Participant in writing in the event the Share Withholding Method is not available, in which case the Withholding Taxes will be collected from the Participant through one of the following alternatives:
- (a) delivery of the Participant's authorization to E\*Trade (or another broker designated by the Company or the Participant) to transfer to the Company from the Participant's account at such broker the amount of such Withholding Taxes;
  - (b) the use of the proceeds from a next-day sale of the Shares issued to the Participant, provided that (i) such sale is permissible under the Company's trading policies governing its securities, (ii) the Participant makes an irrevocable commitment, on or before the Settlement Date, to effect such sale of the Shares, and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002; or
  - (c) any other method approved by the Company.
9. **No Shareholder Rights.** The Units subject to this Award do not entitle the Participant to any rights of a shareholder of the Company's common stock. The Participant will not have any of the rights of a shareholder of the Company in connection with the grant of Units subject to this Agreement unless and until Shares are issued to the Participant upon settlement of the Units as provided in Section 7 of this Agreement.

10. **Governing Plan Document.** This Agreement and the Award are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.
11. **Choice of Law.** This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).
12. **Binding Effect.** This Agreement will be binding in all respects on the Participant's heirs, representatives, successors and assigns, and on the successors and assigns of the Company.
13. **Discontinuance of Service.** This Agreement does not give the Participant a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate the Participant's Service at any time and otherwise deal with the Participant without regard to the effect it may have upon the Participant under this Agreement.
14. **Section 409A of the Code.** The award of Units as provided in this Agreement and any issuance of Shares or payment pursuant to this Agreement are intended to be exempt from Section 409A of the Code under the short-term deferral exception specified in Treas. Reg. § 1.409A-1(b)(4).
15. **Compensation Recovery Policy.** To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

***By executing this Agreement, the Participant accepts this Award and agrees to all the terms and conditions described in this Agreement and in the Plan document.***

PARTICIPANT

FAIR ISAAC CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

## CERTIFICATIONS

I, William J. Lansing, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fair Isaac Corporation;
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: January 30, 2013

/s/ WILLIAM J. LANSING

William J. Lansing

Chief Executive Officer



## CERTIFICATIONS

I, Michael J. Pung, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fair Isaac Corporation;
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: January 30, 2013

/s/ MICHAEL J. PUNG

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Michael J. Pung  
Chief Financial Officer

**CERTIFICATION UNDER SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies that this periodic report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of Fair Isaac Corporation.

Date: January 30, 2013

/s/ WILLIAM J. LANSING

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William J. Lansing

Chief Executive Officer

**CERTIFICATION UNDER SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies that this periodic report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of Fair Isaac Corporation.

Date: January 30, 2013

/s/ MICHAEL J. PUNG

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Michael J. Pung  
Chief Financial Officer