

SANCHEZ COMPUTER ASSOCIATES INC

Filed by
SAFEGUARD SCIENTIFICS INC

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 01/28/04

Address	40 VALLEY STREAM PARKWAY MALVERN, PA 19355
Telephone	6102968877
CIK	0001022926
SIC Code	7373 - Computer Integrated Systems Design
Industry	Software & Programming
Sector	Technology
Fiscal Year	12/31

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

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED ON STATEMENTS FILED PURSUANT TO RULE 13D-1(A)
AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13D-2(A)**

Amendment No. ____

Sanchez Computer Associates, Inc.

(Name of Issuer)

Common Stock, no par value
(Title of Class of Securities)

799702 10 5
(CUSIP Number)

Karen M. Keating, Esq.
Safeguard Scientifics, Inc.
435 Devon Park Drive, Building 800
Wayne, PA 19087
(610) 293-0600

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

January 27, 2004
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box
 [X].

NOTE: Schedules filed in paper format shall include a signed original and give copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

(Continued on following pages)

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON SAFEGUARD SCIENTIFICS, INC. 23-1609753

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N/A

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION PENNSYLVANIA

	7 SOLE VOTING POWER -0-

NUMBER OF SHARES	8 SHARED VOTING POWER 6,288,184 SHARES OF COMMON STOCK *
BENEFICIALLY OWNED BY	-----
EACH REPORTING PERSON WITH	9 SOLE DISPOSITIVE POWER -0-

	10 SHARED DISPOSITIVE POWER 6,288,184 SHARES OF COMMON STOCK

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,288,184 SHARES OF COMMON STOCK

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> **

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 23.4%

14E	TYPE OF REPORTING PERSON CO

* Voting power is shared with Fidelity National Financial, Inc. and Fidelity Information Services, Inc. pursuant to the terms of a Shareholder's Agreement, dated as of January 27, 2004. See Item 4.

** Excludes an aggregate of 4,166 shares of common stock held by certain executive officers and directors of Safeguard Scientifics, Inc. and 695,000 shares that have been pledged to Safeguard Scientifics, Inc. as collateral for a loan it provided to a former officer. Safeguard Scientifics, Inc. disclaims beneficial ownership of such shares.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON SAFEGUARD DELAWARE, INC. 52-2081181	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 865,288 SHARES OF COMMON STOCK *
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 865,288 SHARES OF COMMON STOCK
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 865,288 SHARES OF COMMON STOCK	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.2%	
14E	TYPE OF REPORTING PERSON CO	

* Voting power is shared with Fidelity National Financial, Inc. and Fidelity Information Services, Inc. pursuant to the terms of a Shareholder's Agreement, dated as of January 27, 2004. See Item 4.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON SAFEGUARD SCIENTIFICS (DELAWARE), INC. 51-0291171

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N/A

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE

	7 SOLE VOTING POWER -0-

NUMBER OF SHARES	8 SHARED VOTING POWER 5,422,896 SHARES OF COMMON STOCK*
BENEFICIALLY OWNED BY	-----
EACH REPORTING PERSON WITH	9 SOLE DISPOSITIVE POWER -0-

	10 SHARED DISPOSITIVE POWER 5,422,896 SHARES OF COMMON STOCK

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,422,896 SHARES OF COMMON STOCK

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.1%

14E	TYPE OF REPORTING PERSON CO

* Voting power is shared with Fidelity National Financial, Inc. and Fidelity Information Services, Inc. pursuant to the terms of a Shareholder's Agreement, dated as of January 27, 2004. See Item 4.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON SSI MANAGEMENT COMPANY, INC. 23-2541388

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N/A

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE

	7 SOLE VOTING POWER -0-

NUMBER OF SHARES	8 SHARED VOTING POWER 81,900 SHARES OF COMMON STOCK*
BENEFICIALLY OWNED BY	-----
EACH REPORTING PERSON WITH	9 SOLE DISPOSITIVE POWER -0-

	10 SHARED DISPOSITIVE POWER 81,900 SHARES OF COMMON STOCK

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 81,900 SHARES OF COMMON STOCK

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%

14E	TYPE OF REPORTING PERSON CO

* Voting power is shared with Fidelity National Financial, Inc. and Fidelity Information Services, Inc. pursuant to the terms of a Shareholder's Agreement, dated as of January 27, 2004. See Item 4.

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D relates to the common stock, no par value, of Sanchez Computer Associates, Inc., a Pennsylvania corporation (the "Company"). The principal executive offices of the Company are located at 40 Valley Stream Parkway, Malvern, PA 19355. According to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003, the number of shares of the Company's common stock, no par value, outstanding as of October 31, 2003, was 26,921,551.

ITEM 2. IDENTITY AND BACKGROUND.

(a) - (c) This Schedule 13D is being filed by: Safeguard Scientifics, Inc. ("Safeguard"), Safeguard Delaware, Inc. ("SDI"), Safeguard Scientifics (Delaware), Inc. ("SSDI") and SSI Management Company, Inc. ("SSI Management") (collectively, the "Safeguard Reporting Persons"). Safeguard is a leader in building and operating technology companies that provide business decision and life science software-based product and service solutions. SDI and SSDI are wholly owned subsidiaries of Safeguard. SSI Management is a wholly owned subsidiary of SSDI. Set forth in Schedule I annexed hereto are the name, identity and background of each Safeguard Reporting Person and set forth in Schedules II, III, IV and V annexed hereto is the information required by Item 2 of Schedule 13D about the identity and background of each Safeguard Reporting Person's directors, executive officers and controlling persons, if any. The Safeguard Reporting Persons are sometimes referred to herein, collectively, as the "Reporting Persons," and, individually, as a "Reporting Person."

(d) and (e) During the past five years, no Reporting Person nor, to the best of each Reporting Person's knowledge, no person named in Schedules II through V to this Schedule 13D, has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of or prohibiting or mandating activity subject to federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Not applicable

ITEM 4. PURPOSE OF TRANSACTION.

On January 27, 2004, Fidelity National Financial, Inc. ("FNF") and various of its direct and indirect subsidiaries, and the Company entered into an Agreement and Plan of Reorganization (the "Merger Agreement") which provides for various mergers pursuant to which the Company will become an indirect subsidiary of FNF (the "Merger"). If the transactions contemplated by the Merger Agreement are consummated, each of the Company's outstanding shares of Company Common Stock will be converted into \$6.50 in either cash or FNF common stock valued at a trailing twenty-day average calculated two days prior to closing, based upon the election of the Company's shareholders and subject to proration such that the overall limitation for the Merger consideration in the transaction will be fifty percent cash compensation and fifty percent compensation in the form of FNF common stock.

Concurrently with the execution of the Merger Agreement, each of SDI, SSDI and SSI Management entered into a Shareholder's Agreement with FNF and FIS. The Shareholder's Agreement is attached hereto as Exhibit 99.1, and the following summary of the terms of the Shareholder's Agreement is qualified in its entirety by reference to the text of the Shareholder's Agreement set forth in such Exhibit.

Pursuant to the terms of the Shareholder's Agreement, Safeguard has agreed to cause each of SDI, SSDI and SSI Management to cause all shares of capital stock of the Company held by each of them respectively to be voted at any annual, special or adjourned meeting of the shareholders of the Company (i) in favor of the adoption of the Merger Agreement by the Company and in favor of the other transactions contemplated by the Merger Agreement, (ii) against any merger, consolidation, sale of assets, recapitalization or other business combination involving the Company (other than the Merger) or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement, or which would result in any of the conditions to the Company's or FNF's obligations under the Merger Agreement not being fulfilled, and (iii) in favor of any other matter relating to and necessary for the consummation of the transactions contemplated by the Merger Agreement. Each of SDI, SSDI and SSI Management also will deliver to FNF and FIS an Irrevocable Proxy appointing Brent Bicket, Executive Vice President of FNF, or any other officer of FNF as Mr. Bicket may designate, as their proxies to exercise all voting and other rights of each of SDI, SSDI and SSI Management with respect to the shares of the Company Common Stock held by each of them respectively in connection with the above matters only at every annual, special or adjourned meeting of Company shareholders or otherwise.

Reporting Persons also granted to FNF an option to purchase Reporting Persons' holdings of Company Common Stock at an option price equal to the greater of (i) the greater of (A) \$6.50 per Share or (B) such higher amount that FNF may agree to pay to acquire shares of Company common stock pursuant to an amendment to the Merger Agreement or (ii) the value of the consideration being offered by a proposed purchaser in a takeover proposal. The option may be exercised, in whole but not in part, prior to the earlier of (a) twenty-four hours after the date that notice that the Merger Agreement is terminated in accordance with its terms is delivered to FNF or (b) the Effective Time (as defined in the Merger Agreement).

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

The table below sets forth the aggregate number of shares and percentage of the Company's outstanding shares beneficially owned by each Reporting Person. Except as otherwise noted, each person listed has sole voting and dispositive power over all shares listed opposite its name. Any of the aforementioned persons whose names do not appear in the table below do not, to the best of each Reporting Person's knowledge, beneficially own any shares of the Company.

No Reporting Person or director or executive officer of a Reporting Person listed on Schedules II-V annexed hereto has consummated any transaction in the Company's shares during the past 60 days.

	Beneficial Ownership	
	Number of Shares	Percentage of Total
	-----	-----
Safeguard Scientifics, Inc.	6,288,184 (2)(6)	23.4% (1)
Safeguard Delaware, Inc.	865,288 (3)(6)	3.2% (1)
Safeguard Scientifics (Delaware), Inc.	5,422,896 (3)(4)(6)	20.1% (1)
SSI Management Company, Inc.	81,900 (5)(6)	0.3% (1)

(1) Calculations based upon 26,921,551 shares of Company Common Stock outstanding on October 31, 2003, as reported in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003.

(2) Represents the 5,422,896 shares of Common Stock beneficially owned by SSDI and the 865,288 shares of Common Stock held of record by SDI. Safeguard and each of SDI and SSDI have reported that

Safeguard together with each of SDI and SSDI, respectively, have both shared voting and dispositive power with respect to the shares beneficially owned by each of SDI and SSDI, respectively, because Safeguard is the sole stockholder of each of SDI and SSDI. Excludes an aggregate of 4,166 shares of common stock held by certain executive officers and directors of Safeguard Scientifics, Inc. and 695,000 shares that have been pledged to Safeguard Scientifics, Inc. as collateral for a loan it provided to a former officer. Safeguard Scientifics, Inc. disclaims beneficial ownership of such shares.

(3) The Reporting Person is a wholly owned subsidiary of Safeguard.

(4) Represents the 5,340,996 shares of Common Stock held of record by SSDI and the 81,900 shares held of record by SSI Management Company, Inc.

(5) The Reporting Person is a wholly owned subsidiary of SSDI.

(6) Pursuant to the terms of the form of Shareholder's Agreement attached hereto as Exhibit 99.1, the Reporting Persons, FNF and FIS have shared voting power with respect to the shares held by each of SDI, SSDI and SSI Management respectively in connection with those matters described in Item 4.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Each of Safeguard, SDI, SSDI and SSI Management are parties to a Shareholder's Agreement with FNF and FIS, dated as of January 27, 2004, in connection with those matters described in Item 4.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

99.1. Shareholder's Agreement, dated as of January 27, 2004, among FNF, FIS, Safeguard, SDI, SSDI and SSI Management. Each of SDI, SSDI and SSI Management are parties to the Shareholder's Agreement that differs from the form filed only as to the signature page thereto.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: January 28, 2004

Safeguard Scientifics, Inc.

By: CHRISTOPHER J. DAVIS

Christopher J. Davis
Managing Director and
Chief Financial Officer

Date: January 28, 2004

Safeguard Delaware, Inc.

By: CHRISTOPHER J. DAVIS

Christopher J. Davis
Vice President and Treasurer

Date: January 28, 2004

Safeguard Scientifics (Delaware), Inc.

By: CHRISTOPHER J. DAVIS

Christopher J. Davis
Vice President and Treasurer

Date: January 28, 2004

SSI Management Company, Inc.

By: CHRISTOPHER J. DAVIS

Christopher J. Davis
Vice President and Treasurer

SCHEDULE I

1. Safeguard Scientifics, Inc.

Safeguard Scientifics, Inc., a Pennsylvania corporation ("Safeguard"), owns all of the outstanding capital stock of Safeguard Delaware, Inc. ("SDI") and Safeguard Scientifics (Delaware) Inc. ("SSDI"). Safeguard has an address at 800 The Safeguard Building, 435 Devon Park Drive, Wayne, PA 19087-1945. Safeguard is a leader in building and operating technology companies that provide business decision and life science software-based product and service solutions. See Schedule II with respect to the executive officers and directors of Safeguard as of the date of filing this Schedule 13D.

2. Safeguard Delaware, Inc.

SDI is a wholly owned subsidiary of Safeguard. SDI is a holding company and has an office at 103 Springer Building, 3411 Silverside Road, P.O. 7048, Wilmington, DE 19803. Schedule III provides information about the executive officers and directors of SDI as of the date of filing this Schedule 13D.

3. Safeguard Scientifics (Delaware), Inc.

SSDI is a wholly owned subsidiary of Safeguard. SSDI owns all of the outstanding capital stock of SSI Management Company, Inc. ("SSI Management"). SSDI is a holding company and has an office at 103 Springer Building, 3411 Silverside Road, P.O. Box 7048, Wilmington, DE 19803. Schedule IV provides information about the executive officers and directors of SSDI as of the date of filing this Schedule 13D.

4. SSI Management Company, Inc.

SSI Management is a wholly owned subsidiary of SSDI. SSI Management is a holding company and has an office at 103 Springer Building, 3411 Silverside Road, P.O. Box 7048, Wilmington, DE 19803. Schedule V provides information about the executive officers and directors of SSI Management as of the date of filing this Schedule 13D.

SCHEDULE II
EXECUTIVE OFFICERS AND DIRECTORS OF SAFEGUARD SCIENTIFICS, INC.

Name -----	Present Principal Employment -----	Business Address -----
EXECUTIVE OFFICERS*		
Anthony L. Craig	President, Chief Executive Officer and Director	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Michael F. Cola	Managing Director, Healthcare Life Sciences	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Christopher J. Davis	Managing Director and Chief Financial Officer	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Anthony A. Ibarguen	Managing Director, Business Decision Solutions	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
DIRECTORS*		
Robert E. Keith, Jr.	Managing Director, TL Ventures	TL Ventures 435 Devon Park Drive, Bldg. 700 Wayne, PA 19087
Anthony L. Craig	Same as above	Same as above
Julie A. Dobson	Consultant	12617 Greenbriar Road Potomac, MD 20854
Andrew E. Lietz	Managing Director, Rye Capital Management	P. O. Box 738 Rye, NH 03870
George MacKenzie	Consultant	360 High Ridge Road Chadds Ford, PA 19317
Jack L. Messman	Chairman and CEO, Novell, Inc.	Novell, Inc. 404 Wyman Street, Suite 500 Waltham, MA 02451
Russell E. Palmer	Chairman and CEO, The Palmer Group	The Palmer Group 3600 Market Street, Suite 530 Philadelphia, PA 19104
John W. Poduska Sr.	Consultant	295 Meadowbrook Rd. Weston, MA 02493-2450
Robert Ripp	Chairman, Lightpath Technologies, Inc.	21 Old Logging Road Bedford, NY 10506
John J. Roberts	Consultant	1007 Canterbury Lane Villanova, PA 19085

* All Executive Officers and Directors are U.S. Citizens.

**SCHEDULE III
EXECUTIVE OFFICERS AND DIRECTORS OF SAFEGUARD DELAWARE, INC.**

Name -----	Present Principal Employment -----	Business Address -----
EXECUTIVE OFFICERS*		
Anthony L. Craig	President, Safeguard Delaware, Inc.; President and CEO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Christopher J. Davis	Vice President & Treasurer, Safeguard Delaware, Inc.; Managing Director and CFO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
DIRECTORS*		
Deirdre Blackburn	Manager, Legal Systems & Corporate Secretary, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Joseph R. DeSanto	Director-Taxes, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Tonya L. Zweier	Director-Finance and Controller, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087

* All Executive Officers and Directors are U.S. Citizens.

**SCHEDULE IV
EXECUTIVE OFFICERS AND DIRECTORS OF SAFEGUARD SCIENTIFICS (DELAWARE), INC.**

Name -----	Present Principal Employment -----	Business Address -----
EXECUTIVE OFFICERS*		
Anthony L. Craig	President, Safeguard Scientifics (Delaware), Inc.; President and CEO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Christopher J. Davis	Vice President & Treasurer, Safeguard Scientifics (Delaware), Inc.; Managing Director and CFO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
DIRECTORS*		
Deirdre Blackburn	Manager, Legal Systems & Corporate Secretary, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Joseph R. DeSanto	Director-Taxes, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Tonya L. Zweier	Director-Finance and Controller, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087

* All Executive Officers and Directors are U.S. Citizens.

SCHEDULE V
EXECUTIVE OFFICERS AND DIRECTORS OF SSI MANAGEMENT COMPANY, INC.

Name -----	Present Principal Employment -----	Business Address -----
EXECUTIVE OFFICERS*		
Anthony L. Craig	President, SSI Management Company, Inc.; President and CEO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Christopher J. Davis	Vice President & Treasurer, SSI Management Company, Inc.; Managing Director and CFO, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
DIRECTORS*		
Deirdre Blackburn	Manager, Legal Systems & Corporate Secretary, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Joseph R. DeSanto	Director-Taxes, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087
Tonya L. Zweier	Director-Finance and Controller, Safeguard Scientifics, Inc.	Safeguard Scientifics, Inc. 800 The Safeguard Building 435 Devon Park Drive Wayne, PA 19087

* All Executive Officers and Directors are U.S. Citizens.

EXHIBIT 99.1

SHAREHOLDER'S AGREEMENT

SHAREHOLDER'S AGREEMENT, dated as of January 27, 2004 (this "AGREEMENT"), between Fidelity National Financial, Inc., a Delaware corporation ("PARENT"), Fidelity Information Services, Inc., an Arkansas corporation ("FIS") and Safeguard Scientifics, Inc., a Pennsylvania corporation (the "SHAREHOLDER"), a shareholder of Sanchez Computer Associates, Inc., a Pennsylvania corporation (the "COMPANY").

WITNESSETH:

WHEREAS, Parent, FIS, Sunday Merger Corp., a Pennsylvania corporation and a wholly owned subsidiary of FIS ("MERGER SUB"), Sunday Merger, LLC, a Delaware limited liability company and a wholly owned subsidiary of FIS ("MERGER LLC" and together with Merger Sub, the "MERGER SUBS"), and the Company propose to enter into, simultaneously herewith, an Agreement and Plan of Merger and Reorganization (the "MERGER AGREEMENT") pursuant to which the Merger Sub will merge with and into the Company and immediately thereafter the Company will merge with and into the Merger LLC (together, the "MERGER");

WHEREAS, as of the date hereof, the Shareholder through the Safeguard Subsidiaries (as defined on the signature page hereof) owns beneficially or of record or has the power to vote, or direct the vote of, the number of shares of common stock, no par value, of the Company (the "COMPANY COMMON STOCK"), as set forth on the signature page hereto (all such Company Common Stock and any shares of Company Common Stock of which ownership of record or beneficially or the power to vote is hereafter acquired by the Shareholder prior to the termination of this Agreement being referred to herein as the "SHARES"), but, in any event, excluding shares of Company Common Stock that have been pledged to Shareholder or any of its subsidiaries by a former executive officer of Shareholder (capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Merger Agreement); and

WHEREAS, as a condition of and inducement to Parent's execution of the Merger Agreement, the Shareholder has agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and in the Merger Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

TRANSFER AND VOTING OF SHARES

SECTION 1.01 Transfer of Shares. The Shareholder agrees that it shall not, directly or indirectly, (a) sell, pledge, encumber, transfer or otherwise dispose of any or all of the Shareholder's Shares or any interest in such Shares, except pursuant to the Merger Agreement, (b) deposit any Shares or any interest in such Shares into a voting trust or enter into a voting

agreement or arrangement with respect to any Shares or grant any proxy with respect thereto (other than as contemplated hereunder), or (c) enter into any contract, commitment, option or other arrangement or undertaking (other than the Merger Agreement) with respect to the direct or indirect acquisition or sale, assignment, pledge, encumbrance, transfer or other disposition of any Shares or allow the Safeguard Subsidiaries to do any of the foregoing (each of the above, a "TRANSFER"). Notwithstanding anything contained herein to the contrary, for the avoidance of doubt, during the term of this Agreement, the Shareholder shall be permitted to exercise options, warrants or other rights to acquire shares of Company Common Stock.

SECTION 1.02 Vote in Favor of Merger. During the period commencing on the date hereof and terminating on the Termination Date, the Shareholder agrees to vote (or cause to be voted) all of the Shares at any meeting of the shareholders of the Company or any adjournment thereof, and in any action by written consent of the shareholders of the Company, (a) in favor of the adoption of the Merger Agreement by the Company and in favor of the other transactions contemplated by the Merger Agreement, and (b) against any merger, consolidation, sale of assets, recapitalization or other business combination involving the Company (other than the Merger) or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or which would result in any of the conditions to the Company's or Parent's obligations under the Merger Agreement not being fulfilled, and (c) in favor of any other matter relating to and necessary for the consummation of the transactions contemplated by the Merger Agreement.

SECTION 1.03 Grant of Irrevocable Proxy. Concurrently with the execution of this Agreement, the Shareholder agrees to cause the Safeguard Subsidiaries (as defined on the signature page of this Agreement) to deliver to Parent a proxy with respect to the Shares in the form attached hereto as Exhibit B (the "PROXY"), which shall be irrevocable to the fullest extent permissible by law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER

The Shareholder hereby represents and warrants to Parent as follows:

SECTION 2.01 Authorization; Binding Agreement. Each of the Shareholder and the Safeguard Subsidiaries has all legal right, power, authority and capacity to execute and deliver this Agreement and the Proxy and to consummate the transactions contemplated hereby and thereby. This Agreement and the Proxy have been duly and validly authorized, executed and delivered by or on behalf of the Shareholder or the Safeguard Subsidiaries, as appropriate, and, assuming due authorization, execution and delivery by Parent, each constitutes a legal, valid and binding obligation of the Shareholder or the Safeguard Subsidiaries, as appropriate, enforceable against the Shareholder or the Safeguard Subsidiaries, as appropriate, in accordance with its terms, subject to (i) the effect of any applicable bankruptcy, insolvency, moratorium or similar law affecting creditors' rights generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

SECTION 2.02 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Shareholder and the grant of the Proxy to Parent by the Shareholder or the Safeguard Subsidiaries, as appropriate, does not, and the performance of this Agreement by the Shareholder and the grant of the Proxy to Parent by the Shareholder or the Safeguard Subsidiaries, as appropriate, will not, (i) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to the Shareholder or by which the Shareholder or the Safeguard Subsidiaries or any of the Shareholder's or the Safeguard Subsidiaries' properties is bound or affected, (ii) if the Shareholder or the Safeguard Subsidiaries is not a natural person, violate or conflict with the certificate of incorporation, bylaws, articles of organization, limited liability company operating agreement, trust agreement or other equivalent organizational documents of the Shareholder or the Safeguard Subsidiaries (if any), or (iii) result in or constitute (with or without notice or lapse of time or both) any breach of or default under, or give to another party any right of termination, amendment, acceleration or cancellation of, or result in the creation of any lien or encumbrance or restriction on any of the property or assets of the Shareholder or the Safeguard Subsidiaries pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Shareholder or the Safeguard Subsidiaries is a party or by which the Shareholder or the Safeguard Subsidiaries or any of the Shareholder's or the Safeguard Subsidiaries' properties is bound or affected. There is no beneficiary or holder of a voting trust certificate or other interest of any trust of which the Shareholder or the Safeguard Subsidiaries is a trustee whose consent is required for the execution and delivery of this Agreement or the consummation by the Shareholder or the Safeguard Subsidiaries of the transactions contemplated by this Agreement.

(b) The execution and delivery of this Agreement by the Shareholder and the grant of the Proxy to Parent by the Shareholder or the Safeguard Subsidiaries, as appropriate, does not, and the performance of this Agreement by the Shareholder and the grant of the Proxy to Parent by the Shareholder or the Safeguard Subsidiaries, as appropriate, will not, require any consent, approval, authorization or permit of, or filing with or notification by the Shareholder to, any third party or any governmental or regulatory authority, domestic or foreign, except (i) for applicable requirements, if any, of the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT") and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, could not prevent or delay the performance by the Shareholder of its obligations under this Agreement. Other than this Agreement, none of the Shareholder nor the Safeguard Subsidiaries has any understanding in effect with respect to the voting or transfer of any Shares. None of the Shareholder nor the Safeguard Subsidiaries is not required to make any filing with or notify any governmental or regulatory authority in connection with this Agreement, the Merger Agreement or the transaction contemplated hereby or thereby pursuant to the requirements of the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR ACT").

SECTION 2.03 Title to Shares. The Safeguard Subsidiaries are the record or beneficial owner of the Shares free and clear of all encumbrances, proxies or voting restrictions other than pursuant to this Agreement and the Proxy. The shares of Company Common Stock, including options, warrants or other rights to acquire such stock, set forth on the signature page hereto, are all the securities of the Company owned, directly or indirectly, of record or beneficially by the Shareholder or the Safeguard Subsidiaries on the date of this Agreement, excluding shares that have been pledged to the Shareholder or any of its subsidiaries by a former executive officer of the Shareholder.

SECTION 2.04 Accuracy of Representations. The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement, will be accurate in all respects at all times until termination of this Agreement and will be accurate in all respects as of the date of the consummation of the Merger as if made on that date.

ARTICLE III

COVENANTS OF SHAREHOLDER

SECTION 3.01 Further Assurances. From time to time and without additional consideration, the Shareholder shall (at the Shareholder's sole expense) execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents, waivers and other instruments, and shall (at the Shareholder's sole expense) take such further actions, as Parent may reasonably request for the purpose of consummating the Merger.

SECTION 3.02 Legending of Shares. If reasonably requested by Parent, the Shareholder agrees that the Shares shall bear a legend stating that they are subject to this Agreement and to the Proxy in accordance with Section 5.16 of the Merger Agreement. The Shareholder agrees that the Shareholder will not request the Company to register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any of the Shares, unless such transfer is made in compliance with this Agreement. Subject to the terms of Section 1.01 hereof, the Shareholder agrees that the Shareholder shall not Transfer any of the Shares without first having the aforementioned legend affixed to the certificates representing such Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of share or the like other than pursuant to the Merger, the term "SHARES" will be deemed to refer to and include the shares of the Company Common Stock as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged and appropriate adjustments shall be made to the terms and provisions of this Agreement and the Proxy.

SECTION 3.03 No Solicitation of Transactions. The Shareholder agrees that from the date of this Agreement until the Termination Date, the Shareholder shall not, directly or indirectly, nor shall it authorize or permit any of its directors, officers or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by it or any of its Subsidiaries (collectively, the "REPRESENTATIVES") to, directly or indirectly, solicit, initiate or encourage (including by means of furnishing nonpublic information), or take any other action to facilitate, any inquiries or the making of any proposal or offer that constitutes, or may reasonably be likely to lead to, any Takeover Proposal (as defined in the Merger Agreement), or enter into or maintain or continue discussions or negotiate with any person or entity in furtherance of such inquiries or to obtain a Takeover Proposal, or agree to or endorse any Takeover Proposal, or authorize or permit any of its Representatives to take any such action, other than with Parent or an affiliate of Parent. Shareholder shall immediately notify Parent if any proposal or offer, or any inquiry or contact with any person with respect thereto, regarding a Takeover Proposal is made, and Shareholder shall immediately inform Parent as to the material details of any such proposal, offer, inquiry or contact, including the identity of the party making any such proposal, offer, inquiry or contact, and, if in writing, promptly deliver or cause to be delivered to Parent a copy of such proposal, offer, inquiry or contact and any other written material reasonably relating thereto. Shareholder immediately shall cease and cause to be terminated all existing

discussions or negotiations with any parties conducted heretofore with respect to a Takeover Proposal.

SECTION 3.04 Disclosure. Shareholder and Parent each agrees to permit the other party hereto to publish and disclose in the Form S-4 and the Proxy Statement (including all documents and schedules filed with the SEC), and in any press release or other disclosure document in which it reasonably determines in its good faith judgment that such disclosure is required by law, including the rules and regulations of the SEC, or appropriate, in connection with the Merger and any transactions related thereto, the identity of the Shareholder and the Parent and the Shareholder's ownership of the Shares and the nature of the Shareholder's or the Parent's, as the case may be, commitments, arrangements and understandings under this Agreement. Shareholder and Parent each agrees to provide a reasonable opportunity to review such disclosure proposed by the other.

SECTION 3.05 Public Announcement. Shareholder, solely in the Shareholder's capacity as a shareholder of the Company, agrees to not make any public announcement in opposition to, or in competition with, the Merger Agreement or the consummation of the Merger, except as required by applicable law.

SECTION 3.06 Additional Shares. In the event that the Shareholder acquires any additional Shares, such Shares shall, without further action of the parties, be subject to the provisions of this Agreement and the Proxy, and the number of Shares set forth on the signature page hereto and thereto will be deemed amended accordingly. If the Shareholder acquires additional Shares, the Shareholder shall promptly notify Parent in writing of such acquisition.

SECTION 3.07 Grant of Option.

(a) Shareholder hereby grants to Parent an irrevocable option (the "Option") to purchase the Shares of such Shareholder at a purchase price per share to be paid in cash equal to the greater of (i) the greater of (A) \$6.50 per Share or (B) such higher amount that Parent may agree to pay to acquire shares of Company Common Stock pursuant to an amendment to the Merger Agreement or (ii) the value of the consideration being offered by a proposed purchaser in a Takeover Proposal (the "Exercise Price"), in the manner set forth in this Section.

(b) At any time or from time to time prior to the termination of this Agreement, Parent (or its designee) may exercise the Option, in whole but not in part.

(c) In the event that Parent wishes to exercise the Option, Parent shall give written notice (the "Option Notice"), with the date of the Option Notice being hereinafter called the "Notice Date") to the Shareholder and (i) a place and date (not later than five (5) business days from the Notice Date) for closing such purchase (a "Closing") or (ii) that Parent will exercise the Option effective immediately following termination of the Merger Agreement (the "Exercise Effective Time") and providing for a Closing not later than two (2) business days from the Exercise Effective Time. Parent's obligation to purchase the Shares upon any exercise of the Option, and the Shareholder's obligation to sell the Shares upon any exercise of the Option, is subject (at the election of each of Parent or each Shareholder) to the conditions that (i) no preliminary or permanent injunction or other order against the purchase, issuance or delivery of the Shares issued by any federal, state or foreign court of competent jurisdiction shall be in effect (and no action or proceeding shall have been commenced or threatened for purposes of obtaining such an

injunction or order) and (ii) any applicable waiting period under the HSR Act shall have expired. The Parent's obligation to purchase the Shares upon any exercise of the Option is further subject (at Parent's election) to the condition that there shall have been no material breach of the representations, warranties, covenants or agreements of any Shareholder contained in this Agreement or of the Company contained in the Merger Agreement. Notwithstanding the foregoing, any failure by Parent to purchase Shares upon exercise of the Option at any Closing as a result of the non-satisfaction of any of the foregoing conditions shall not affect or prejudice Parent's right to purchase such Shares upon the subsequent satisfaction of such conditions prior to the later of (i) the date that notice that the Merger Agreement is terminated in accordance with its terms is delivered to the Parent or (ii) the tenth business day after the date the Closing was set in the Option Notice..

Shareholder's obligation to sell its Shares upon any exercise of the Option (and such Shareholder's obligations under Section 5 of this Agreement) is subject (at its election) to the further conditions that there shall have been no material breach of the representations, warranties, covenants or agreements of FIS or the Parent contained in this Agreement or contained in the Merger Agreement, which breach has not been cured within thirty days of the receipt of written notice thereof from such Shareholder.

(d) At any Closing, (i) each Shareholder will deliver to Parent the certificate or certificates representing the number of Shares being purchased in proper form for transfer upon exercise of the Option in the denominations designated by Parent in the Option Notice, and (ii) Parent shall pay the aggregate purchase price for the Shares to be purchased by wire transfer of immediately available funds to an account or accounts, which account or accounts shall be designated in writing to Parent within five days after execution of this Agreement in the amount of the Exercise Price times the number of Shares to be purchased.

(e) The Shareholder has granted the Option to the Parent in order to induce Parent to enter into and consummate the transactions contemplated by the Merger Agreement.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01 Payment of Merger Consideration. Parent and Merger Sub hereby agree that the Merger Consideration (as defined in the Merger Agreement) that is due and owing to Shareholder as a result of and upon consummation of the Merger will be paid and delivered to Shareholder on the later of the Closing Date (as defined in the Merger Agreement) or the time that Shareholder delivers all documentation required under the Merger Agreement. Parent and Merger Sub understand and acknowledge that Shareholder is entering into this Agreement in reliance upon the foregoing agreement.

SECTION 4.02 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be amended or modified except in an instrument in writing signed by, or on behalf of, the parties hereto.

SECTION 4.03 Survival of Representations and Warranties. All representations and warranties made by Shareholder in this Agreement shall survive any termination of the Merger Agreement or this Agreement.

SECTION 4.04 Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that any assignment, delegation or attempted transfer any of rights, interests or obligations under this Agreement by any Shareholder without the prior written consent of Parent shall be void.

SECTION 4.05 Fees and Expenses. Except as otherwise provided herein or in the Merger Agreement, all costs and expenses (including, without limitation, all fees and disbursements of counsel, accountants, investment bankers, experts and consultants to a party) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

SECTION 4.06 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 4.06):

(a) If to Parent or FIS:

Fidelity Information Services, Inc. 601 Riverside Drive, 12th Floor Jacksonville, FL 32204
Attention: Christopher A. Rose Telephone: (904) 854-8544
Facsimile: (904) 357-1026

with a copy to:

Morgan, Lewis & Bockius LLP
One Oxford Centre
32nd Floor
Pittsburgh, PA 15219

Attention: Kimberly A. Taylor
Telephone: (412) 560-3300
Facsimile: (412) 560-7001

(b) If to the Shareholder to:

Safeguard Scientifics, Inc.
Building 800, 435 Devon Park Drive Wayne, PA 19087
Attention: Chief Financial Officer

Facsimile No.: 610-293-0601

with a copy to:

Safeguard Scientifics, Inc.
Building 800, 435 Devon Park Drive Wayne, PA 19087
Attention: Corporate Secretary

SECTION 4.07 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 4.08 Specific Performance. The parties agree that irreparable damage would occur if any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. The Shareholder agrees that, following any breach or threatened breach by the Shareholder of any covenant or obligation contained in this Agreement, Parent shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to seek and obtain (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach.

SECTION 4.09 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania in any action, suit or proceeding arising in connection with this Agreement, and agrees that any such action, suit or proceeding shall be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein); provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section 4.09 and shall not be deemed to be a general submission to the jurisdiction of such court or in the Commonwealth of Pennsylvania other than for such purposes.

SECTION 4.10 No Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Parent shall not be deemed to have waived any claim available to it arising out of this Agreement, or any right, power or privilege hereunder, unless the waiver is expressly set forth in writing duly executed and delivered on behalf of Parent. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 4.11 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be

deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4.12 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate on the earlier of (a) twenty-four hours after the date (the "Termination Date") that notice that the Merger Agreement is terminated in accordance with its terms is delivered to the Parent or (b) the Effective Time (as defined in the Merger Agreement); provided, however, that (i) in the event that an Option Notice is delivered prior to the Termination Date, the provisions set forth in Section 3.07 shall survive any termination of this Agreement, (ii) in the event that the Merger is consummated, the provisions set forth in Section 4.05 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, each of Parent, FIS, and Shareholder has executed or has caused this Agreement to be executed by their duly authorized officer as of the date first written above.

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ William P. Foley, II

Name: William P. Foley, II
Title: Chief Executive Officer

FIDELITY INFORMATION SERVICES, INC.

By: /s/ William P. Foley, II

Name: William P. Foley, II
Title: Chairman and Chief Executive Officer

SAFEGUARD SCIENTIFICS, INC.

By: /s/ Christopher J. Davis

Name: Christopher J. Davis
Title: Managing Director and Chief
Financial Officer

Print Name of Shareholder:

Shares beneficially owned:

6,288,184 shares of Company Common Stock of which 5,340,996 are held of record by Safeguard Scientifics (Delaware), Inc., 865,288 are held by Safeguard Delaware, Inc. and 81,900 shares are held by SSI Management Company, Inc.

(the "Safeguard Subsidiaries")

0 shares of Company Common Stock issuable
upon exercise of outstanding options
or warrants

SIGNATURE PAGE TO SHAREHOLDERS AGREEMENT

EXHIBIT B

IRREVOCABLE PROXY

The undersigned shareholder ("SHAREHOLDER") of _____, a Pennsylvania corporation (the "COMPANY"), hereby irrevocably (to the fullest extent permitted by law) appoints Brent Bickett, Executive Vice President, of Fidelity National Financial, Inc., a Delaware corporation ("PARENT"), any other officer of Parent as Mr. Bickett may designate, and each of them, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other shares or securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "SHARES") in accordance with the terms of this Proxy until the Termination Date (as defined in that certain Shareholder's Agreement of even date herewith by and among Parent and Shareholder (the "SHAREHOLDER'S AGREEMENT")). The Shares beneficially owned by the undersigned Shareholder of the Company as of the date of this Proxy are listed on the final page of this Proxy. Upon the undersigned's execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares until after the Termination Date.

This Proxy is irrevocable (to the fullest extent permitted by law), is coupled with an interest and is granted pursuant to the Shareholder's Agreement, and is granted in consideration of Parent entering into that certain Agreement and Plan of Merger and Reorganization (the "MERGER AGREEMENT"), among Parent, Fidelity Information Services, Inc., an Arkansas corporation ("FIS"), Sunday Merger Corp., a Pennsylvania corporation and a wholly owned subsidiary of Parent ("MERGER SUB"), Sunday Merger, LLC, a Delaware limited liability company (the "MERGER LLC"), and the Company. The Merger Agreement provides for the merger of the Merger Sub with and into the Company and immediately thereafter the merger of the Company with and into the Merger LLC (together, the "MERGER").

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Termination Date, to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting, consent and similar rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents) at every annual, special or adjourned meeting of Shareholders of the Company and in every written consent in lieu of such meeting (a) in favor of the adoption of the Merger Agreement by the Company and in favor of the other transactions contemplated by the Merger Agreement and (b) against any merger, consolidation, sale of assets, recapitalization or other business combination involving the Company (other than the Merger) or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or which would result in any of the conditions to the Company's obligations under the Merger Agreement not being fulfilled, and (c) in favor of any other matter relating to and necessary for the consummation of the transactions contemplated by the Merger Agreement. Notwithstanding the provisions of this paragraph, any Shareholder who is also a director or officer of the

Company may take any action in his or her capacity as such (including complying with or exercising his fiduciary duties as a member of the Board of Directors of the Company) as is not limited by the terms of the Merger Agreement.

The attorneys and proxies named above may not exercise this Proxy on any other matter except as provided above. Shareholder may vote the Shares on all other matters. Any obligation of Shareholder hereunder shall be binding upon the successors and assigns of Shareholder.

This Proxy is irrevocable (to the fullest extent permitted by law). This Proxy shall terminate, and be of no further force and effect, automatically upon the Termination Date.

Dated: January __, 2004

SAFEGUARD SCIENTIFICS, INC.

Signature of Shareholder: _____

Print Name of Shareholder: _____

Shares beneficially owned:

_____ shares of Company Common Stock

_____ shares of Company Common Stock
issuable upon exercise of
outstanding options or warrants

SIGNATURE PAGE TO IRREVOCABLE PROXY