

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 1998

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

For the transition period from to

Commission File Number: 0-17995

CUSTOMTRACKS CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Texas
(State of Incorporation)

75-2216818
(I.R.S. Employer
Identification Number)

One Galleria Tower
13355 Noel Road
Suite 1555
Dallas, Texas 75240-6604
(Address of Principal Executive Offices)

(972) 702-7055
(Registrant's Telephone Number, Including Area Code)

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

None Not Applicable
(Title of Class) (Name of Exchange on Which Registered)

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

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

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

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

As of February 26, 1999, there were 15,126,012 shares of CustomTracks Corporation \$0.01 par value common stock outstanding, 13,375,289 of which having an aggregate market value of \$107,002,312 were held by non-affiliates. For purposes of the above statement, all directors and officers of the Registrant are presumed to be affiliates.

Portions of the Proxy Statement for the Registrant's 1999 Annual Meeting of Shareholders are incorporated by reference into Part III of this Form 10-K.

PART I

ITEM 1. BUSINESS.

Overview

At the beginning of 1998, CustomTracks Corporation, formerly Amtech Corporation (the "Company"), was organized into two market-oriented groups. The Electronic Security Group ("ESG"), which focused on products and services for electronic access control applications, encompassed Cardkey European Holdings Limited, Cardkey Systems, Inc., Cotag International ("Cotag") and related entities. The Transportation Systems Group ("TSG"), which was comprised of Amtech Systems Corporation, AMTC International S.A. (formerly Amtech International S.A.) and Amtech World Corporation, developed and provided high-frequency radio frequency identification solutions to the transportation markets. These markets included electronic toll and traffic management, rail, airport, parking and access control, intermodal and motor freight.

On June 11, 1998, the Company sold the TSG to UNOVA, Inc. ("UNOVA"), effective as of May 31, 1998, resulting in a pre-tax gain of \$1,139,000. As consideration for the sale, the Company received \$22,350,000 in cash and 2,211,900 unregistered shares of the Company's common stock that were previously purchased by UNOVA in late 1997. The shares were valued at \$10,921,000. Included in UNOVA's purchase were the Company's manufacturing and technology facility in Albuquerque, New Mexico, the Company's radio frequency identification technologies and other intellectual properties, the brand name "Amtech" and all operations associated with the transportation business.

On July 7, 1998, the Company sold the net assets of Cotag to Metric Gruppen AB ("Metric") of Solna, Sweden, effective as of June 30, 1998, resulting in a pre-tax loss of \$2,372,000, including a \$2,800,000 write-off of intangible assets. The Company received sales proceeds of \$3,050,000 during 1998 and \$1,552,000 in February 1999. Depending on the level and mix of Cotag's revenues achieved in 1999, the Company may receive up to an additional \$800,000. Included in Metric's purchase was the brand name and intellectual property underlying Cotag's hands-free proximity technology, Cotag's manufacturing facility in Cambridge, England and the ongoing business of the unit.

On November 25, 1998, the Company sold the remaining portion of the ESG, comprised of Cardkey European Holdings Limited, Cardkey Systems, Inc. and related entities, to Johnson Controls, Inc., effective as of November 29, 1998, realizing cash proceeds of \$44,715,000, including \$3,752,000 received in January 1999. The sale resulted in a pre-tax gain of \$23,550,000 and included all of the operations and net assets of the business.

As a result of these transactions, all of the Company's operations related to this business segment were discontinued. See "New Business Initiatives" for a description of the Company's new business initiatives.

The Company was incorporated in Texas in 1988. The Company's executive offices are located at One Galleria Tower, 13355 Noel Road, Suite 1555, Dallas, Texas 75240-6604 (telephone (972) 702-7055).

New Business Initiatives

Internet Transaction Payment System

The Company is exploring Internet related businesses, including a transaction payment system for use by consumers when purchasing items over the Internet. The system is expected to collect payments from consumers and disburse the payments to participating vendors. The Company commenced development of this system in 1999 using both internal and external resources, and expects to introduce an operational payment system in the third quarter of 1999.

The Company believes that the Internet payment system industry is immature, fragmented and dynamic. No competitor has a dominant share of the market. There are currently no significant barriers to entry. Many of the Company's competitors and potential competitors in this arena are significantly larger than the Company and have substantially more resources.

Customized Music

The Company also announced in February 1999 that its previously announced plan to enter the customized compact disc business had been impacted by two recent music industry developments. First, the Secure Digital Music Initiative, an effort sponsored by the major music record companies to establish standards for the digital distribution of protected music via the Internet and other means, has delayed the Company's efforts to obtain music content rights. Second, the availability of the handheld MP3 player will likely impact customized compact disc pricing. The Company will evaluate its customized compact disc strategy further as these developments evolve.

Other

In addition to developing the Internet transaction payment system, the Company is also exploring additional Internet related businesses.

There is no assurance that the Company will be successful in the Internet arena. See "ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS" below for a description of certain management assumptions, risks and uncertainties relating to the Company's operations.

Employees

The Company had 15 employees as of February 28, 1999.

Research and Development; Patents and Trademarks

The Company's continuing operations incurred no research and development expenses in 1998, 1997 or 1996. Research and development expenses related to the Company's discontinued operations amounted to \$4,931,000, \$11,332,000 and \$10,314,000 in 1998, 1997 and 1996, respectively.

The Company is a licensee of one patent covering concepts the Company may employ in implementing its Internet businesses. In addition, the Company has filed for trademarks and service marks, as applicable, for "CustomTracks" and other marks.

Customers

The Company had no revenues from continuing operations in 1998. During 1998, no customer accounted for 10% or more of revenues of the Company's discontinued operations.

Sales Backlog

The Company's backlog, calculated as the aggregate of sales prices of orders received from customers, less revenue recognized, was zero at February 28, 1999, as compared with approximately \$60,500,000 at February 28, 1998, all of which related to the Company's discontinued operations.

Geographic Information

The Company's continuing corporate operations are based in the United States, and corporate assets at December 31, 1998 are primarily comprised of cash investments and marketable securities invested in U.S. corporate debt securities.

ITEM 2. PROPERTIES.

The Company leases approximately 6,910 square feet of space for its

corporate offices in Dallas, Texas, under a lease that expires in July 2003 and approximately 29,000 square feet of space for its proposed computing center operations in Dallas, Texas, under a sublease which commences in May 1999 and expires in September 2004.

ITEM 3. LEGAL PROCEEDINGS.

None.

ITEM 4. SUBMISSION OF MATTERS TO VOTE OF SECURITY HOLDERS.

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON STOCK AND RELATED SHAREHOLDER MATTERS.

The Company's common stock trades on The Nasdaq Stock Market under the symbol CUST. The following table shows the high and low sales prices by quarter for 1998 and 1997. These prices do not include adjustments for retail mark-ups, mark-downs or commissions.

Quarter Ended -----	1998		1997	
	High	Low	High	Low
March 31.....	\$ 4.87	\$3.25	\$8.38	\$5.63
June 30.....	\$ 5.62	\$3.37	\$6.13	\$4.00
September 30.....	\$ 7.00	\$4.56	\$5.13	\$4.25
December 31.....	\$12.31	\$3.50	\$5.63	\$3.69

Effective November 3, 1997, UNOVA purchased 2,211,900 shares of the Company's common stock for \$10,000,000 in a private placement transaction. The shares were issued in a transaction exempt from registration under the Securities Act of 1933 by virtue of Section 4(2) thereof and Regulation D thereunder. As partial consideration for the sale of the Company's TSG to UNOVA in June 1998, these shares were returned to the Company. See "PART I, ITEM 1. BUSINESS, Overview."

At February 26, 1999, there were 15,126,012 shares of common stock outstanding held by 587 shareholders of record. On that date, the last reported sales price of the common stock was \$8.00.

The Company has not paid any cash dividends on its common stock during the last two years and does not anticipate doing so in the foreseeable future.

ITEM 6. SELECTED FINANCIAL DATA.

The following table sets forth selected financial data regarding the Company's results of operations and financial position for, and as of the end of, each of the years in the five-year period ended December 31, 1998, which are derived from the consolidated financial statements of the Company, which have been audited. During 1998, the Company sold all of its operating businesses and has reclassified their operating results as discontinued operations. The consolidated financial statements and notes thereto as of December 31, 1998 and 1997, and for the years ended December 31, 1998, 1997 and 1996, and the report of Ernst & Young LLP thereon are included elsewhere in this Form 10-K. The selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto included elsewhere herein.

Year Ended December 31,				
-----	-----	-----	-----	-----
1998	1997	1996	1995	1994

(In thousands, except per share data)

Statement of Operations Data

(1):					
Corporate expenses (2).....	\$ (4,022)	\$ (2,931)	\$ (3,012)	\$ (2,246)	\$ (713)
Investment income, net.....	1,956	1,068	2,793	2,127	2,104
	-----	-----	-----	-----	-----
Income (loss) from continuing operations before income taxes.....	(2,066)	(1,863)	(219)	(119)	1,391
Income taxes.....	576	(8)	(77)	43	(428)
	-----	-----	-----	-----	-----
Income (loss) from continuing operations.....	(1,490)	(1,871)	(296)	(76)	963
Discontinued operations (1)					
Income (loss) from discontinued operations, net of income taxes (3) (4).....	6,105	(12,089)	(348)	(4,011)	6,699
Gain (loss) on sale of discontinued operations, net of income taxes.....	21,651	(3,657)	--	--	--
	-----	-----	-----	-----	-----
	27,756	(15,746)	(348)	(4,011)	6,699
	-----	-----	-----	-----	-----
Net income (loss).....	\$26,266	\$ (17,617)	\$ (644)	\$ (4,087)	\$ 7,662
	=====	=====	=====	=====	=====
Basic and diluted earnings (loss) per common share					
Continuing operations.....	\$ (0.09)	\$ (0.12)	\$ (0.02)	\$ (0.01)	\$ 0.07
Discontinued operations.....	1.75	(1.05)	(0.02)	(0.27)	0.45
	-----	-----	-----	-----	-----
Net income (loss).....	\$ 1.66	\$ (1.17)	\$ (0.04)	\$ (0.28)	\$ 0.52
	=====	=====	=====	=====	=====
Shares used in computing earnings (loss) per share					
Basic.....	15,836	15,081	14,637	14,655	14,596
Diluted.....	15,836	15,081	14,637	14,655	14,764
Cash dividends declared per common share.....	--	--	--	\$ 0.02	\$ 0.08
Balance Sheet Data:					
Working capital.....	\$81,291	\$ 63,648	\$43,047	\$49,349	\$63,558
Total assets.....	86,898	63,919	72,206	73,479	75,586
Total stockholders' equity.....	81,449	63,696	71,756	72,561	75,336
Stockholders' equity per share..	5.40	3.76	4.87	4.97	5.16

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- (1) In 1995, the Company acquired Cotag International Limited, Cardkey Systems, Inc., Cardkey Systems Limited and WaveNet International, Inc. WaveNet International, Inc. was sold in 1997, while the remainder of these businesses and the Company's Transportation Systems Group ("TSG") were sold in 1998. The operating results of these businesses have been reclassified as discontinued operations for all periods presented. See Note 2 to consolidated financial statements included herein.
 - (2) Corporate expenses for the years 1995 through 1998 represent the costs associated with a holding company function established as a result of the Company's 1995 acquisitions. In 1994, substantially all of the Company's expenses were related to operating the TSG. However, the estimated direct costs incurred by the TSG associated with being a publicly-held company have been presented as corporate expenses.
 - (3) In 1997, loss from discontinued operations includes a \$5.7 million pre-tax contract loss provision related to a multi-year implementation of an electronic toll collection system by the TSG.
 - (4) In 1997, income taxes related to discontinued operations includes \$4.7 million representing the effect of establishing a valuation allowance for U.S. deferred tax assets.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Overview

Historically, the Company has operated in one industry segment, the provision of systems and solutions for the intelligent transportation, electronic security and other markets through the design, manufacturing, installation and support of hardware and software products utilizing the Company's wireless data and security technologies. The businesses comprising this industry segment were sold during 1998 and 1997 and have been reclassified as discontinued operations in the consolidated financial statements. See Note 2 to the consolidated financial statements, "Discontinued Operations," for additional discussion.

The Company is exploring Internet related businesses, including a transaction payment system for use by consumers when purchasing items over the Internet. The system is expected to collect payments from consumers and disburse the payments to participating vendors. The Company commenced development of this system in 1999 using both internal and external resources, and expects to introduce an operational payment system in the third quarter of 1999.

Results of Operations

Continuing Operations

Corporate expenses

Corporate expenses decreased from \$3,012,000 in 1996 to \$2,931,000 in 1997 and increased to \$4,022,000 in 1998. The change from 1997 to 1998 is primarily attributable to an expense charge of approximately \$1,000,000 incurred in connection with the Company's former chairman, president and chief executive officer's severance agreement and stock options. In 1996, corporate expenses included \$446,000 recognized by the Company relating to stock options granted in December 1995 to certain of the Company's outside directors under a plan that was approved by the shareholders on April 25, 1996.

Investment income, net

Investment income net of interest expense decreased from \$2,793,000 in 1996 to \$1,068,000 in 1997 and increased to \$1,956,000 in 1998. The change from 1997 to 1998 is attributable to the increase in invested cash and marketable securities resulting from the sale of the Company's businesses in 1998. The decrease from 1996 to 1997 is primarily attributable to gains of \$2,150,000 realized in 1996 from the sale of remaining U.S. corporate equity securities in the Company's investment portfolio.

Income taxes

The income tax benefit on the loss from continuing operations in 1998 of \$576,000 is different from the U.S. statutory rate of 34%, primarily due to unbenefitted U.S. losses and the nondeductible investment in a subsidiary. The provision for income taxes on continuing operations in 1997 of \$8,000 is different from the U.S. statutory rate of 34%, primarily due to providing a valuation allowance for all of the Company's U.S. deferred tax assets in light of its continued operating losses. The provision for income taxes on continuing operations in 1996 of \$77,000 is different from the U.S. statutory rate of 34%, primarily due to the effect of unbenefitted U.S. losses.

Loss from continuing operations

As a result of the foregoing, the Company experienced losses from continuing operations of \$296,000 in 1996, \$1,871,000 in 1997 and \$1,490,000 in 1998.

Discontinued Operations

The Company sold its operating businesses realizing net after-tax gains of \$21,651,000 in 1998 and an after-tax loss of \$3,657,000 in 1997. Net operating results from discontinued operations was a loss of \$348,000 and \$12,089,000 in 1996 and 1997, respectively, and income of \$6,105,000 in 1998.

Liquidity and Capital Resources

At December 31, 1998, the Company's principal source of liquidity is its net working capital position of \$81,291,000, including cash and marketable securities of \$81,221,000. The Company's cash position increased significantly

during 1998, with cash proceeds of \$62,503,000 being realized from the sales of the Company's businesses. The Company plans to continue to invest its excess cash in short-term, high-grade U.S. corporate debt securities or U.S. government and agency securities. In June 1998, the Company's number of outstanding common shares was reduced when 2,211,900 shares were returned to the Company as partial consideration for the sale of the Transportation Systems Group to UNOVA, Inc.

The Company's new business initiative to create Internet related businesses is expected to require significant investment. The Company currently expects to invest \$20,000,000 to \$30,000,000 during 1999 on its Internet transaction payment system for software development, marketing, expanded lease facilities, communications, computers and related equipment to establish a computing center and related personnel and start-up operating costs. Management believes the Company's existing cash position will be sufficient to meet near-term anticipated needs. The Company has no existing borrowings or credit facilities and acquisitions, if any, would be financed by the most attractive alternative available, which could be the utilization of cash or the issuance of debt or equity securities.

Non-Employee Stock Options Granted in 1999

Proposed Director Stock Option Plan

In January 1999, certain non-employee directors were granted options to purchase, in the aggregate, approximately 150,000 shares of the Company's common stock, subject to approval of a new directors' stock option plan by the Company's stockholders. The options have an exercise price of \$10.65 per share, which was 120% of the closing price of the common stock on the date of grant. The options vest upon the approval of a new plan and expire at the end of ten years. If the stockholders approve the new plan, currently under Accounting Principles Board Opinion No. 25 ("APB 25") "Accounting for Stock Issued to Employees," the excess, if any, of the closing price of the common stock on the date of plan approval over the exercise price of \$10.65 would be charged to income for periods prior to the effective date of a new accounting standard amending APB 25 as discussed below. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is approximately \$965,000 or \$6.43 per share.

New Business Initiatives

The Company entered into an agreement in February 1999 with Lante Corporation ("Lante"), a third party software development firm, to assist the Company with developing its new Internet transaction payment system. In exchange for the services to be provided by Lante, the Company will pay cash for work performed at discounted rates and will issue options to purchase 500,000 shares of the Company's common stock to Lante at an exercise price of \$7.62 per share, the closing price of the Company's common stock on the date of the agreement. The options vest over three years and expire at the end of ten years. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is \$2,865,000 or \$5.73 per share.

Additionally, in February 1999, in exchange for a law firm's agreement to assist the Company in marketing its Internet transaction payment system to five major music companies, the Company agreed to issue the firm options to purchase 20,000 shares of the Company's common stock at an exercise price of \$8.61 per share, representing the average closing price of the Company's common stock for the twenty trading days centered around the date of the agreement. The options will vest, if at all, on a pro rata basis when any or all of the five

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targeted companies begin using the Company's Internet transaction payment system. The options expire at the end of six years. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is \$107,000 or \$5.35 per share.

Accounting for Non-Employee Stock Options

The Financial Accounting Standards Board recently concluded its initial deliberations on several practice issues under APB 25. The proposed effective date of a new financial accounting standard setting forth these conclusions would be its issuance date, which presently is expected to be in September

1999, but would apply to all stock option grants subsequent to December 15, 1998. A consequence of the application of the tentative conclusions would be that outside directors that receive stock options would not be included under the scope of APB 25 because they would no longer be considered employees. Stock option grants to outside directors after December 15, 1998 would, therefore, give rise to compensation expense, determined in accordance with the following paragraph, and recognized over the vesting period for periods subsequent to the effective date of the new accounting standard.

The accounting for equity instruments, such as the stock options discussed in the paragraphs above, issued to non-employees for services rendered is governed by Statement of Financial Accounting Standards No. 123 "Accounting for Stock-Based Compensation" and Emerging Issues Task Force Issue No. 96-18 "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services." These pronouncements require the fair value of equity instruments given as consideration for services rendered be recognized as a non-cash charge to income over the shorter of the vesting or service period. The equity instruments must be revalued on each subsequent reporting date until performance is complete with a cumulative catch up adjustment recognized for any changes in their fair value. As a result, the Company's future results of operations could be materially impacted by a change in valuation of the stock options discussed above, or other equity instruments granted in the future to non-employees, as a result of future increases or decreases in the price of the Company's common stock. However, the required accounting treatment will have no impact on the Company's cash flows or total stockholders' equity.

Impact of the Year 2000

The Year 2000 Issue is primarily the result of computer programs being written using two digits rather than four to define the applicable year. There are no material Year 2000 compliance requirements confronting the Company since it has no existing operating businesses. The Company's current financial and administrative systems are fully compliant. Accordingly, the Company has no ongoing remediation plans with respect to its current systems.

Software systems developed for use in connection with the Company's new Internet related businesses will be designed and tested for Year 2000 compliance. The Company continues to assess the impact, if any, the Year 2000 Issue will have on its key vendors and development partners before the inception of a relationship. If the Company's assessments of the impact of the Year 2000 Issue prove to be incorrect, the Company's new Internet related businesses may be materially affected.

New Financial Accounting Pronouncement

In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," which is required to be adopted in years beginning after June 15, 1999. Because the Company does not currently use derivatives, management does not anticipate that the adoption of the new Statement will have a significant effect on operating results or the financial position of the Company.

Risks and Uncertainties

The following is a "safe harbor" statement under the Private Securities Litigation Reform Act of 1995: Certain matters discussed in this Annual Report on Form 10-K contain statements that constitute forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. The words "expect," "estimate," "anticipate," "predict," "believe," and similar expressions and variations thereof are intended to identify forward-looking statements. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those projected in the forward-looking statements as a result of various factors. These risks and uncertainties include, but are not limited to, the following:

Product Development and Market Acceptance. The Company's growth depends on the timely development and market acceptance of new products. Successful development of a development stage enterprise, particularly Internet related businesses, can be difficult and costly; there are no assurances of ultimate

success and a start-up enterprise involves risks and uncertainties, including the following:

- . There are no assurances that the Company will be able to successfully and timely develop new products for its targeted businesses, that it will be able to compete effectively against similar or alternative businesses, that it will gain market acceptance, that it will not be made obsolete by further technological development, that it will be able to provide or attract the necessary capital or that it will not encounter other, and even unanticipated, risks.
- . Use of the Internet by consumers, while growing, is still at an early stage of development, and market acceptance of the Internet as a medium for entertainment, commerce and information is still subject to a high level of uncertainty.
- . The Company may decide to exit the Internet transaction payment business at any time.

Competition and Technological Change. The Company will be competing with larger companies that have access to greater capital, research and development, marketing, distribution and other resources than the Company. In addition, the Internet market is characterized by extensive research efforts and rapid product development and technological change that could render the Company's products obsolete or noncompetitive.

Intellectual Property Rights. The Company relies in part on patents, trade secrets and proprietary technology to remain competitive. It may be necessary to defend these rights or to defend against claims that the Company is infringing the rights of others. Intellectual property litigation and controversies are disruptive and expensive.

Lack of Standards. There are currently no generally accepted standards for Internet payment systems. There is no assurance that the Internet transaction payment system the Company is developing will become a generally accepted standard or that it will be compatible with any standards that become generally accepted.

Sales of Businesses. The Company disposed of its operating businesses in 1998 and 1997. In connection with those dispositions, the Company agreed to provide customary indemnifications to the purchasers of those businesses for breaches of representations and warranties, covenants and other specified matters. Although the Company believes that it has adequately provided for future costs associated with these indemnification obligations, indemnifiable claims could exceed the Company's estimates.

Other Uncertainties. Other operating, financial or legal risks or uncertainties are discussed in this Form 10-K in specific contexts and in the Company's other periodic SEC filings. The Company is, of course, also subject to general economic risks, dependence on key personnel and other risks and uncertainties.

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ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

The Company does not believe that it faces material market risk with respect to its cash investments and marketable securities, which totalled \$81,221,000 and \$13,593,000 at December 31, 1998 and 1997, respectively. These investments, all of which mature within one year, consist of high-grade U.S. corporate debt securities and certificates of deposits, and do not include derivative financial instruments or derivative commodity instruments, as such terms are defined by the Securities and Exchange Commission in applicable regulations. The Company has not undertaken any additional actions to cover interest rate market risk and is not a party to any interest rate market risk management activities. A hypothetical ten percent change in market interest rates over the next year would not materially impact the Company's operating results or cash flows due to the short-term, high credit quality nature of the Company's investments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The information required by this item begins on page F-1 hereof.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

The information required by this Item is incorporated by reference from the section "MANAGEMENT--Directors and Executive Officers" in the Company's 1999 Proxy Statement.

ITEM 11. EXECUTIVE COMPENSATION.

The information required by this Item is incorporated by reference from the section "COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS" in the Company's 1999 Proxy Statement. Information in the section and subsection titled "REPORT OF BOARD OF DIRECTORS ON ANNUAL COMPENSATION" and "Performance Graph," respectively, is not incorporated by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

The information required by this Item is incorporated by reference from the section "SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS" in the Company's 1999 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

The information required by this Item is incorporated by reference from the section "COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS--Transactions with Management and Related Parties" in the Company's 1999 Proxy Statement.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K.

(a) (1) Financial Statements

See Index to Consolidated Financial Statements on page F-1 hereof.

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(a) (2) Financial Statement Schedules

All schedules for which provision is made in the applicable accounting regulations of the SEC have been omitted because of the absence of the conditions under which they are required or because the information required is included in the consolidated financial statements or notes thereto.

(a) (3) Exhibits

Exhibit No. -----	Description -----
2.1	--Purchase and Sale Agreement, dated June 11, 1998, by and among UNOVA, Inc., Intermec Technologies Corporation, Intermec Technologies S.A., Amtech Corporation and Amtech International S.A. (excluding certain exhibits and the schedules). Filed under exhibit number 2.1 to the Company's Current Report on Form 8-K, dated June 19, 1998, and incorporated herein by reference. The Registrant agrees to furnish supplementally to the Commission upon request a copy of any of the schedules and exhibits referred to but not included in the Purchase and Sale Agreement filed with the Commission.
2.2	--Sale and Purchase Agreement, dated July 6, 1998, by and among Amtech Europe Limited, Metric Security Limited, AMTC Corporation (trading name of Amtech Corporation) and Metric Gruppen AB (including the schedules). Filed under exhibit number 2.1 to the Company's Current Report on Form 8-K, dated July 21, 1998, and

- incorporated herein by reference.
- 2.3 --Stock Purchase Agreement, dated November 9, 1998, by and between Johnson Controls, Inc. and CustomTracks Corporation (excluding the exhibits and schedules). Filed under exhibit number 2.1 to the Company's Current Report on Form 8-K, dated December 10, 1998, and incorporated herein by reference. The Registrant agrees to furnish supplementally to the Commission upon request a copy of any of the schedules and exhibits referred to but not included in the Stock Purchase Agreement filed with the Commission.
 - 3.1 --Articles of Incorporation of the Company, together with all amendments thereto. Filed under exhibit number 3.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 1997, and incorporated herein by reference. Articles of Amendment to Articles of Incorporation of Amtech Corporation d/b/a AMTC Corporation, dated August 31, 1998. Filed under exhibit number 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 1998, and incorporated herein by reference.
 - 3.2 --Restated Bylaws of the Company, dated August 31, 1998. Filed under exhibit number 3.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 1998, and incorporated herein by reference.
 - 4.1 --Specimen certificate for common stock of the Company. Filed under exhibit number 4.1 in the Company's Registration Statement on Form S-1 (Commission No. 33-31209) and incorporated herein by reference.
 - 10.1* --1990 Stock Option Plan of the Company (amended and restated as of November 1998).
 - 10.2* --1992 Stock Option Plan of the Company (amended and restated as of November 1998).
 - 10.3 --401(k) Retirement Plan of the Company and related Adoption Agreement. Filed under exhibit number 10.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.
 - 10.4* --1995 Long-Term Incentive Plan of the Company (amended and restated as of November 1998).
 - 10.5* --1996 Directors' Stock Option Plan of the Company (amended and restated as of November 1998).
 - 10.6 --1996 Employee Stock Purchase Plan of the Company. Filed under Annex II in the Company's Proxy Statement for the Annual Meeting of Shareholders held April 25, 1996, and incorporated herein by reference.
 - 10.7 --Director Retainer Plan. Filed under exhibit number 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1993, and incorporated herein by reference.
 - 10.8 --AMTC Corporation Stock Option Agreement, effective as of April 29, 1998, between David P. Cook and Amtech Corporation d/b/a AMTC Corporation. Filed under exhibit number 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1998, and incorporated herein by reference.

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Exhibit No.	Description
-----	-----
10.9	--Employment Agreement, effective as of April 29, 1998, between David P. Cook and Amtech Corporation d/b/a AMTC Corporation. Filed under exhibit number 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1998, and incorporated herein by reference.
10.10	--Stock Purchase Agreement, dated May 14, 1998, between Amtech Corporation and David P. Cook. Filed under exhibit number 10.5 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1998, and incorporated herein by reference.
10.11	--Severance Agreement, dated November 4, 1996, between Amtech Corporation and Steve M. York. Filed under exhibit number 10.28 to the Company's Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.
10.12*	--Severance Agreement, dated November 4, 1996, between Amtech

- 10.13* Corporation and Ronald A. Woessner.
- Sublease Agreement, dated February 12, 1999, between Fidelity Corporate Real Estate, L.L.C. and CustomTracks Operating Corporation.
- 23.1* --Consent of Independent Auditors.
- 24.1 --Power of Attorney (included on page 12 of this Annual Report on Form 10-K).
- 27.1* --Financial Data Schedule.

- - - - -

* Filed herewith

(b) Reports on Form 8-K

The Registrant filed Form 8-K on December 10, 1998 to report the November 25, 1998 sale of its electronic security products business, including Cardkey Systems, Inc., Cardkey European Holdings Limited and Cardkey Systems Pacific Pty. Limited, to Johnson Controls, Inc. The report included a pro forma condensed consolidated balance sheet as of September 30, 1998 and pro forma condensed consolidated statements of operations for the year ended December 31, 1997 and the nine months ended September 30, 1998.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on March 30, 1999.

CustomTracks Corporation

/s/ Steve M. York

By: _____
 Steve M. York
 Senior Vice President,
 Chief Financial Officer and
 Treasurer

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POWER OF ATTORNEY

We, the undersigned directors and officers of CustomTracks Corporation (the "Company"), do hereby severally constitute and appoint David P. Cook and Steve M. York, and each or either of them, our true and lawful attorneys and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the Company's Annual Report on Form 10-K for the year ended December 31, 1998, and to file the same with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto said attorneys and agents, and each or either of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys and agents, and each of them, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Signatures -----	Title -----	Date ----
/s/ David P. Cook _____ (David P. Cook)	Chairman, President, Chief Executive Officer and Director (Principal Executive Officer)	March 30, 1999
/s/ Steve M. York _____	Senior Vice President, Chief Financial Officer	March 30, 1999

(Steve M. York) and Treasurer (Principal
Financial and Accounting
Officer)

/s/ Michael E. Keane Director March 30, 1999

(Michael E. Keane)

/s/ James S. Marston Director March 30, 1999

(James S. Marston)

/s/ Jack L. Martin Director March 30, 1999

(Jack L. Martin)

/s/ Antonio R. Sanchez, Jr. Director March 30, 1999

(Antonio R. Sanchez, Jr.)

/s/ Dr. Ben G. Streetman Director March 30, 1999

(Dr. Ben G. Streetman)

/s/ Mark Tebbe Director March 30, 1999

(Mark Tebbe)

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REPORT OF INDEPENDENT AUDITORS

The Board of Directors and Stockholders
CustomTracks Corporation

We have audited the accompanying consolidated balance sheets of CustomTracks Corporation, formerly Amtech Corporation, as of December 31, 1998 and 1997, and the related consolidated statements of operations, stockholders' equity and comprehensive net income (loss) and cash flows for each of the three years in the period ended December 31, 1998. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit

also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of CustomTracks Corporation at December 31, 1998 and 1997, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 1998, in conformity with generally accepted accounting principles.

Ernst & Young LLP

Dallas, Texas
March 29, 1999

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CUSTOMTRACKS CORPORATION
CONSOLIDATED BALANCE SHEETS

	December 31,	
	1998	1997
ASSETS		
Current assets:		
Cash and cash equivalents.....	\$ 54,292,000	\$ 12,583,000
Marketable securities.....	26,929,000	1,010,000
Due from sale of discontinued operations.....	5,304,000	--
Net assets related to discontinued operations....	--	50,271,000
Other current assets.....	215,000	7,000
	-----	-----
Total current assets.....	86,740,000	63,871,000
Property and equipment, net.....	158,000	48,000
	-----	-----
	\$ 86,898,000	\$ 63,919,000
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses.....	\$ 499,000	\$ 196,000
Income taxes.....	1,075,000	27,000
Liabilities related to discontinued operations...	3,875,000	--
	-----	-----
Total current liabilities.....	5,449,000	223,000
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$1 par value, 10,000,000 shares authorized; none outstanding.....	--	--
Common stock, \$0.01 par value, 30,000,000 shares authorized; 17,384,437 issued, 15,092,537 outstanding in 1998 and 17,024,563 issued, 16,944,563 outstanding in 1997.....	174,000	170,000
Additional capital.....	88,449,000	86,045,000
Treasury stock, at cost; 2,291,900 shares in 1998 and 80,000 shares in 1997.....	(11,314,000)	(393,000)
Retained earnings (accumulated deficit).....	4,140,000	(22,126,000)
	-----	-----
Total stockholders' equity.....	81,449,000	63,696,000
	-----	-----
	\$ 86,898,000	\$ 63,919,000
	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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CUSTOMTRACKS CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year ended December 31,		
	1998	1997	1996
Corporate expenses.....	\$ (4,022,000)	\$ (2,931,000)	\$ (3,012,000)
Investment income, net.....	1,956,000	1,068,000	2,793,000
Loss from continuing operations before income taxes.....	(2,066,000)	(1,863,000)	(219,000)
Income taxes.....	576,000	(8,000)	(77,000)
Loss from continuing operations.....	(1,490,000)	(1,871,000)	(296,000)
Discontinued operations:			
Income (loss) from discontinued operations, net of income taxes.....	6,105,000	(12,089,000)	(348,000)
Gain (loss) on sale of discontinued operations, net of income taxes.....	21,651,000	(3,657,000)	--
	27,756,000	(15,746,000)	(348,000)
Net income (loss).....	\$26,266,000	\$ (17,617,000)	\$ (644,000)
Basic and diluted earnings (loss) per common share:			
Continuing operations.....	\$ (0.09)	\$ (0.12)	\$ (0.02)
Discontinued operations.....	1.75	(1.05)	(0.02)
Net income (loss).....	\$ 1.66	\$ (1.17)	\$ (0.04)
Weighted average shares outstanding....	15,835,654	15,080,669	14,636,605

The accompanying notes are an integral part of these consolidated financial statements.

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CUSTOMTRACKS CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
AND COMPREHENSIVE NET INCOME (LOSS)

	Common Stock		Additional capital	Accumulated other comprehensive income	Treasury stock	Retained earnings (accumulated deficit)	Total stockholders' equity
	Shares	Amount					
Balance, December 31, 1995.....	14,685,036	\$147,000	\$75,349,000	\$ 1,323,000	\$ (393,000)	\$ (3,865,000)	\$ 72,561,000
Exercise of stock options for cash.....	117,627	1,000	112,000	--	--	--	113,000
Tax benefit from exercise of stock options.....	--	--	35,000	--	--	--	35,000
Stock option compensation.....	--	--	446,000	--	--	--	446,000
Other.....	--	--	568,000	--	--	--	568,000
Comprehensive net loss:							
Net loss.....	--	--	--	--	--	(644,000)	(644,000)
Reclassification adjustment for gains on sales of marketable securities included in net loss (net of tax effect of \$681,000)...	--	--	--	(1,323,000)	--	--	(1,323,000)

Comprehensive net loss.....	--	--	--	--	--	--	(1,967,000)
Balance, December 31, 1996.....	14,802,663	148,000	76,510,000	--	(393,000)	(4,509,000)	71,756,000
Stock option compensation.....	10,000	--	92,000	--	--	--	92,000
Sale of common stock, net of expenses.....	2,211,900	22,000	9,945,000	--	--	--	9,967,000
Other.....	--	--	(502,000)	--	--	--	(502,000)
Net loss and comprehensive net loss.....	--	--	--	--	--	(17,617,000)	(17,617,000)
Balance, December 31, 1997.....	17,024,563	170,000	86,045,000	--	(393,000)	(22,126,000)	63,696,000
Exercise of stock options for cash.....	227,928	2,000	1,504,000	--	--	--	1,506,000
Tax benefit from exercise of stock options.....	--	--	196,000	--	--	--	196,000
Stock option compensation.....	131,946	2,000	715,000	--	--	--	717,000
Treasury stock received in sale of business (2,211,900 shares)....	--	--	--	--	(10,921,000)	--	(10,921,000)
Other.....	--	--	(11,000)	--	--	--	(11,000)
Net income and comprehensive net income.....	--	--	--	--	--	26,266,000	26,266,000
Balance, December 31, 1998.....	17,384,437	\$174,000	\$88,449,000	\$	--	\$ (11,314,000)	\$ 4,140,000
							\$ 81,449,000

The accompanying notes are an integral part of these consolidated financial statements.

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CUSTOMTRACKS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended December 31,		
	1998	1997	1996
Cash flows from operating activities:			
Loss from continuing operations.....	\$ (1,490,000)	\$ (1,871,000)	\$ (296,000)
Adjustments to reconcile loss from continuing operations to net cash provided (used) by operating activities:			
Depreciation and amortization.....	13,000	20,000	15,000
Deferred income taxes.....	--	380,000	--
Realized gain on sale of marketable securities.....	--	--	(2,150,000)
Stock option compensation.....	404,000	--	446,000
Tax benefit from exercise of stock options.....	--	--	35,000
Changes in assets and liabilities, excluding divestiture of businesses:			
Other current assets.....	(208,000)	80,000	169,000
Current liabilities.....	1,351,000	(227,000)	52,000
Net cash provided (used) by continuing operations.....	70,000	(1,618,000)	(1,729,000)
Net cash provided (used) by discontinued operations.....	6,286,000	(4,339,000)	(894,000)
Net cash provided (used) by operating activities.....	6,356,000	(5,957,000)	(2,623,000)
Cash flows from investing activities:			
Purchases of property and equipment, net.....	(110,000)	(68,000)	(52,000)
Purchases of marketable securities...	(36,867,000)	(4,916,000)	(14,729,000)

Sales and maturities of marketable securities.....	10,948,000	15,758,000	13,191,000
Investing activities of discontinued operations:			
Proceeds from sales of businesses, net of cash sold.....	62,503,000	1,225,000	--
Purchase of Cardkey Systems, net of cash acquired.....	--	(1,868,000)	(952,000)
Purchases of property and equipment, net and other.....	(2,616,000)	(3,780,000)	(6,615,000)
	-----	-----	-----
Net cash provided (used) by investing activities.....	33,858,000	6,351,000	(9,157,000)
Cash flows from financing activities:			
Proceeds from exercise of stock options.....	1,506,000	--	113,000
Proceeds from sale of common stock, net of expenses.....	--	9,967,000	--
	-----	-----	-----
Net cash provided by financing activities.....	1,506,000	9,967,000	113,000
Effect of exchange rate changes on cash and cash equivalents.....	(11,000)	106,000	121,000
	-----	-----	-----
Increase (decrease) in cash and cash equivalents.....	41,709,000	10,467,000	(11,546,000)
Cash and cash equivalents, beginning of year.....	12,583,000	2,116,000	13,662,000
	-----	-----	-----
Cash and cash equivalents, end of year.....	\$ 54,292,000	\$12,583,000	\$ 2,116,000
	=====	=====	=====
Supplemental cash flow information:			
Income taxes paid (net of refunds)...	\$ (391,000)	\$ (681,000)	\$ 765,000
Interest paid.....	\$ --	\$ 405,000	\$ 113,000
Treasury stock received in sale of business.....	\$ 10,921,000	\$ --	\$ --

The accompanying notes are an integral part of these consolidated financial statements.

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CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation--The accompanying consolidated financial statements of CustomTracks Corporation (formerly Amtech Corporation) include the accounts of the Company and its majority-owned subsidiaries. Intercompany balances and transactions have been eliminated. Investees in which the Company owns 50% or less of the outstanding securities are accounted for using the equity method of accounting.

During 1998, the Company sold all of its operating businesses and, accordingly, the assets and liabilities, operating results and cash flows of these businesses have been reclassified as discontinued operations in the accompanying financial statements. The results of the discontinued operations do not include any interest expense or allocation of corporate expenses.

The Company is exploring Internet related businesses and in 1999 began developing a transaction payment system for use by consumers when purchasing items over the Internet. The system is expected to collect payments from consumers and disburse the payments to participating vendors. Successful development of a development stage enterprise, particularly Internet related businesses, is costly and highly competitive. The Company's internal growth depends on the timely development and market acceptance of new products. A start-up enterprise involves risks and uncertainties and there are no assurances that the Company will be successful in its efforts. See Note 9 and

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

Cash investments and marketable securities--Cash investments with maturities of three months or less when purchased are considered cash equivalents. Marketable securities, which are available-for-sale and have stated maturities of less than one year, are as follows:

	1998	1997
U.S. corporate debt securities.....	\$26,929,000	\$ --
Bank certificate of deposit.....	--	1,010,000
	-----	-----
	\$26,929,000	\$1,010,000
	=====	=====

Marketable securities are carried at amortized cost, which approximates fair market value. The Company purchases cash investments and marketable securities that are of high credit quality and limits the amount invested in any one institution.

Property and equipment--Property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives ranging from three to five years.

Stock-based employee compensation--As permitted by Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation," the Company accounts for stock-based compensation plans under the provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." Compensation expense for employee stock options, if any, is measured as the excess of the quoted market price of the Company's stock at the date of grant over the amount an employee must pay to acquire the stock.

Earnings per share--Statement of Financial Accounting Standards No. 128, "Earnings Per Share," became effective in the fourth quarter of 1997 and requires two presentations of earnings per share - "basic" and "diluted." Basic earnings per share is computed by dividing income available to common stockholders by the weighted average number of common shares outstanding (the denominator) for the period. The computation of diluted earnings per share is similar to basic earnings per share, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potentially dilutive common shares had been issued.

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CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The amounts presented for basic and diluted loss per share from continuing operations in the accompanying statements of operations have been computed by dividing loss from continuing operations by the weighted-average number of common shares outstanding. The two presentations are equal in amounts because the assumed exercise of outstanding stock options would be antidilutive for all periods presented. See Notes 4 and 9 for information regarding potentially dilutive stock options.

Comprehensive income (loss)--In June 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 130 "Reporting Comprehensive Income" ("SFAS 130"), which establishes standards for the reporting and display of comprehensive income (loss) and its components. The Company adopted SFAS 130 in 1998. In 1996, other comprehensive income or loss consists of a reclassification adjustment for gains on sales of marketable securities which were included in the net loss. There are no components of other comprehensive income for the years ended December 31, 1998 and 1997.

Use of estimates--The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates

and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Management reviews its estimates on an ongoing basis, including those related to discontinued operations and revises such estimates based upon currently available facts and circumstances.

Significant accounting policies related to the Company's discontinued operations are as follows:

Inventories--Inventories are stated at the lower of cost (first-in, first-out) or market.

Intangible assets--Intangible assets, primarily goodwill, are amortized using the straight-line method over their estimated useful lives ranging from seven to fifteen years.

Capitalized software--At December 31, 1997, net assets related to discontinued operations include approximately \$3,200,000 for the costs to acquire specialized software for use in new products. This asset began amortizing over five years in 1998.

Revenue recognition--Generally, sales are recorded when products are shipped or services are rendered. Sales under long-term contracts are recorded as costs are incurred and include estimated profits calculated on the basis of the relationship between costs incurred and total estimated costs (cost-to-cost type of percentage-of-completion method of accounting). Revenues recognized in excess of amounts billed to customers are included in accounts receivable and amounted to approximately \$6,260,000 at December 31, 1997. In the period in which it is determined it is probable that a loss will result from the performance of a contract, the entire amount of the estimated ultimate loss is charged against income. In late 1997, the Company recorded a pre-tax contract loss provision of \$5,700,000 related to the Transportation Systems Group's multi-year contract with a state agency to design, install and maintain an electronic toll collection system.

2. DISCONTINUED OPERATIONS

Historically, the Company operated in one industry segment, the provision of systems and solutions for the intelligent transportation, electronic security and other markets through the design, manufacturing, installation and support of hardware and software products utilizing the Company's wireless data and security technologies. The businesses comprising this industry segment were sold during 1998 and 1997 in four separate transactions as described below. These businesses are presented as Discontinued Operations in the accompanying financial statements.

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CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Transportation Systems Group

In June 1998, the Company sold its Transportation Systems Group to UNOVA, Inc. ("UNOVA"), effective as of May 31, 1998, resulting in a pre-tax gain of \$1,139,000. As consideration for the sale, the Company received \$22,350,000 in cash and 2,211,900 unregistered shares of the Company's common stock that were previously purchased by UNOVA in late 1997. The shares were valued at \$10,921,000. Included in UNOVA's purchase were the Company's manufacturing and technology facility in Albuquerque, New Mexico, the Company's radio frequency identification technologies and other intellectual properties, the brand name Amtech, and all operations associated with the transportation business.

Cotag International

In July 1998, the Company sold the net assets of Cotag International ("Cotag") to Metric Gruppen AB ("Metric") of Solna, Sweden, effective as of June 30, 1998, resulting in a pre-tax loss of \$2,372,000, including a \$2,800,000 write-off of intangible assets. The Company received sales proceeds of \$3,050,000 during 1998 and \$1,552,000 in February 1999. Depending on the

level and mix of Cotag's revenues achieved in 1999, the Company may receive up to an additional \$800,000, none of which has been reflected in the financial statements as of December 31, 1998. Included in Metric's purchase was the brand name and intellectual property underlying Cotag's hands-free proximity technology, Cotag's manufacturing facility in Cambridge, England, and the ongoing business of the unit.

Cardkey Systems

In November 1998, the Company sold Cardkey Systems and related entities to Johnson Controls, Inc., effective as of November 29, 1998, realizing cash proceeds of \$44,715,000, including \$3,752,000 received in January 1999. The sale resulted in a pre-tax gain of \$23,550,000 and included all of the operations and net assets of the business.

Interactive Data Group

The Company withdrew from the wireless LAN terminal market and sold its Interactive Data Group in late 1997 for \$1,225,000 in cash, resulting in a pre-tax loss of \$3,725,000.

The gain or loss on the sale of discontinued operations is summarized as follows:

	1998	1997
	-----	-----
Gain (loss) on sale before income taxes.....	\$22,317,000	\$(3,725,000)
Income taxes.....	(666,000)	68,000
	-----	-----
Gain (loss) on sale of discontinued operations....	\$21,651,000	\$(3,657,000)
	=====	=====

Summary operating results of the discontinued operations are as follows:

	1998	1997	1996
	-----	-----	-----
Revenues.....	\$87,224,000	\$117,706,000	\$116,508,000
Costs and expenses.....	80,396,000	126,848,000	116,644,000
	-----	-----	-----
Income (loss) before income taxes.....	6,828,000	(9,142,000)	(136,000)
Income taxes.....	(723,000)	(2,947,000)	(212,000)
	-----	-----	-----
Income (loss) from discontinued operations.....	\$ 6,105,000	\$(12,089,000)	\$ (348,000)
	=====	=====	=====

CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Liabilities related to discontinued operations of \$3,875,000 at December 31, 1998 consist primarily of accrued compensation paid in 1999 to certain employees of the discontinued businesses and estimated future costs for various indemnification issues associated with the disposal of these businesses.

The net assets related to discontinued operations in the December 31, 1997 balance sheet include:

Cash.....	\$ 2,580,000
Accounts receivable.....	31,056,000
Inventories.....	11,759,000
Other current assets.....	794,000
Property and equipment.....	12,695,000
Intangible assets.....	6,746,000
Other assets.....	5,742,000
Current liabilities.....	(21,101,000)

Net assets related to discontinued operations.....	\$ 50,271,000
	=====

3. PROPERTY AND EQUIPMENT

	1998	1997
	-----	-----
Computer equipment and software.....	\$ 83,000	\$ 37,000
Office equipment, furniture and fixtures.....	88,000	46,000
	-----	-----
	171,000	83,000
Less accumulated depreciation.....	(13,000)	(35,000)
	-----	-----
	\$158,000	\$ 48,000
	=====	=====

4. STOCKHOLDERS' EQUITY

Sale and Reacquisition of Stock

In November 1997, UNOVA purchased 2,211,900 shares of the Company's common stock for \$10,000,000 in a private placement transaction. As partial consideration for the sale of the Company's Transportation Systems Group to UNOVA in June 1998 (Note 2), these shares were returned to the Company.

Stock Options

The Company has non-qualified stock options outstanding to employees and directors under various shareholder approved stock option plans. Options granted under these plans are generally not less than the fair market value at the date of grant, and subject to termination of employment generally expire ten years from the date of grant. Employee options are generally exercisable in annual installments over three to five years or are exercisable at rates of 45% in three years and the remaining 55% in five and one-half years, unless accelerated due to the Company's common stock trading at appreciated price targets. Grants to certain directors are exercisable within six months from the date of the grant. At December 31, 1998, 870,495 shares were available for future grants under the Company's stock option plans, excluding 15,000 shares reserved for possible issuance as restricted stock in tandem with the exercise of certain stock options outstanding. In 1998 and 1997, 58,000 and 5,000 shares of restricted stock, respectively, were issued pursuant to the plans.

In February 1998, Mr. David P. Cook replaced the chairman, president and chief executive officer of the Company. The provisions of the former executive's severance agreement and various stock options resulted in a

charge to income in 1998 of approximately \$1,000,000, including a cash payment of approximately \$650,000, which is included in corporate expenses. The Company and Mr. Cook have entered into an employment arrangement providing for a three year term, beginning April 29, 1998. Mr. Cook will receive no salary; however, as consideration for entering into the employment arrangement, Mr. Cook received an option to acquire 4,254,627 shares of the Company's common stock. The option exercise price is \$7.00 per share, which was twice the

closing price of the Company's common stock on April 28, 1998. The options have a five year term, vest quarterly over two years, and are subject to accelerated vesting upon the occurrence of specified events.

The following is a summary of stock option transactions for 1998, 1997 and 1996:

	Shares	Weighted Average Exercise Price
	-----	-----
Outstanding at December 31, 1995.....	1,277,348	\$7.69
Granted at market price.....	330,750	\$6.29
Cancelled.....	(128,650)	\$7.36
Exercised.....	(69,927)	\$4.98

Outstanding at December 31, 1996.....	1,409,521	\$7.53
Granted at market price.....	515,767	\$4.48
Cancelled.....	(276,594)	\$7.09
Exercised.....	(5,000)	\$5.75

Outstanding at December 31, 1997.....	1,643,694	\$6.65
Granted at market price.....	178,625	\$4.50
Granted at price exceeding market.....	4,334,627	\$7.01
Cancelled.....	(847,875)	\$6.46
Exercised.....	(301,874)	\$4.66

Outstanding at December 31, 1998.....	5,007,197	\$6.98
	=====	

Summarized information about stock options outstanding at December 31, 1998 is as follows:

Range of Exercise Prices	Options Outstanding		Options Exercisable		
	Number Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
	-----	-----	-----	-----	-----
\$ 3.56-					
\$ 6.88	476,320	4.8	\$ 5.07	315,017	\$ 5.18
\$ 7.00-					
\$10.75	4,502,127	4.1	\$ 7.11	1,215,339	\$ 7.30
\$16.50-					
\$25.40	28,750	4.6	\$18.77	28,750	\$18.77
	-----			-----	
	5,007,197			1,559,106	
	=====			=====	

At December 31, 1997, 602,652 options were exercisable.

In December 1995, stock options were granted to certain of the Company's outside directors under a plan that was approved by the shareholders on April 25, 1996. The Company recognized compensation expense of \$446,000, which is included in corporate expenses, based on the excess of the fair market value of the Company's common stock on the date of plan approval, which was \$9.00, over the exercise price of the options of \$5.13, which was fair market value of the Company's common stock on the date of grant.

The Company applies Accounting Principles Board Opinion No. 25 ("APB 25") in accounting for its stock options. Accordingly, the Company does not record compensation expenses for its employee stock option grants unless the market price exceeds the exercise price on the date of grant. Effective January 1, 1996, Statement of Financial Accounting Standards No. 123 ("SFAS 123") "Accounting for Stock-Based Compensation," encourages adoption of a fair-value based method for valuing the cost of stock-based compensation; however, it allows companies to continue to use the intrinsic value method under APB 25 and disclose pro forma results and earnings per share in accordance with SFAS 123. Under SFAS 123, compensation cost is measured at the grant date based upon the value of the award and is recognized over the vesting period. As required, the pro forma disclosures include only options granted since January 1, 1995. Because the Company's stock options have characteristics significantly different from those of traded options and because changes in the subjective input assumptions to the option valuation models can materially affect their estimated fair value, in management's opinion, the existing valuation methods do not necessarily provide a reliable single measure of the fair value of its stock options. Had compensation cost for the Company's stock-based compensation been determined consistent with SFAS 123, the Company's net results and earnings per share would have been as follows:

	1998	1997	1996
	-----	-----	-----
Net income (loss):			
As reported.....	\$26,266,000	\$(17,617,000)	\$ (644,000)
Pro forma.....	\$25,019,000	\$(17,923,000)	\$(1,112,000)
Basic and diluted earnings (loss) per share:			
As reported.....	\$ 1.66	\$ (1.17)	\$ (0.04)
Pro forma.....	\$ 1.58	\$ (1.19)	\$ (0.08)

The Company used the Black-Scholes option pricing model to determine the fair value of grants made during 1998, 1997 and 1996. The following weighted average assumptions were applied in determining the pro forma compensation cost:

	1998	1997	1996
	-----	-----	-----
Risk-free interest rate.....	5.59%	5.85%	6.05%
Expected option life.....	3.1 years	3.4 years	3.7 years
Expected stock price volatility.....	52%	55%	51%
Expected dividend yield.....	--	--	--
Fair value of options:			
Granted at market price.....	\$1.45	\$1.84	\$2.74
Granted at prices exceeding market....	\$0.70	--	--

5. INCOME TAXES

Components of income taxes related to continuing operations are as follows:

	1998	1997	1996
	-----	-----	-----
Federal income tax (provision) benefit:			
Current.....	\$576,000	\$ 372,000	\$(77,000)
Deferred.....	--	(380,000)	--
	-----	-----	-----
	\$576,000	\$ (8,000)	\$(77,000)
	=====	=====	=====

CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

A reconciliation of the expected U.S. tax benefit to income taxes related to continuing operations is as follows:

	1998	1997	1996
	-----	-----	-----
Expected tax benefit at U.S. statutory rate.....	\$702,000	\$ 633,000	\$ 74,000
Unbenefitted U.S. losses, net.....	(64,000)	(24,000)	(151,000)
Investment in subsidiary.....	(68,000)	--	--
Increase in valuation allowance, net.....	--	(380,000)	--
Unbenefitted (benefitted) tax credits.....	6,000	(237,000)	--
	-----	-----	-----
	\$576,000	\$ (8,000)	\$ (77,000)
	=====	=====	=====

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Components of the Company's deferred tax assets and liabilities as of December 31, 1998 and 1997 are as follows:

	1998	1997
	-----	-----
Deferred tax assets:		
Nondeductible reserves.....	\$ 895,000	\$ 3,796,000
Losses of foreign subsidiaries.....	--	7,271,000
U.S. net operating loss carryforwards.....	16,000	3,021,000
Tax credit carryforwards.....	607,000	2,193,000
Stock option compensation.....	207,000	180,000
Other, net.....	--	303,000
	-----	-----
Total deferred tax assets.....	1,725,000	16,764,000
Valuation allowance for deferred tax assets.....	(1,725,000)	(15,680,000)
	-----	-----
	--	1,084,000
Deferred tax liabilities:		
Amortization of intangibles.....	--	1,084,000
	-----	-----
Net deferred tax assets.....	\$ --	\$ --
	=====	=====

In 1997, in light of continued operating losses, future taxable income of the Company was uncertain, and as a result, all of the Company's deferred tax assets were fully reserved. During 1998, the Company sold all of its operating businesses, resulting in the utilization or transfer of substantially all of the Company's deferred tax assets. The Company continues to fully reserve its deferred tax assets in 1998 due to the uncertainty of future taxable income from the Company's new business initiatives. Tax credit carryforwards at December 31, 1998 represent alternative minimum tax credits that do not expire.

6. LEASE COMMITMENTS

The Company's continuing operations includes office rental expenses of approximately \$150,000 per year for 1998, 1997 and 1996. At December 31, 1998, future minimum lease payments under noncancelable operating leases are \$185,000 annually through July 2003. In 1999, the Company entered into an operating sublease for approximately 29,000 square feet of office space which

commences in May 1999. The sublease provides for minimum annual lease payments of \$466,000 through September 2004.

7. RELATED PARTY TRANSACTIONS

In June 1998, the Company sold its Transportation Systems Group to UNOVA. At the time of the sale, UNOVA was a 13% shareholder of the Company and a member of UNOVA's senior management was on the Company's Board of Directors. See Note 2.

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CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

In May 1998, the Company acquired Petabyte Corporation ("Petabyte"), a digital data distribution start-up enterprise founded by Mr. Cook, the Company's chairman, president and chief executive officer. In consideration of the sale of Petabyte, the Company paid Mr. Cook \$200,000 and agreed to pay Mr. Cook four annual payments of \$200,000 each. In March 1999, the Company returned to Mr. Cook title to a Petabyte patent covering certain digital data distribution concepts, while retaining a use license to the patent for a nominal one-time payment. As part of the return of the title, the Company's future payments to Mr. Cook, totaling \$800,000 have been eliminated.

8. EMPLOYEE BENEFIT PLANS

The Company has a retirement savings plan structured under Section 401(k) of the Internal Revenue Code. The plan covers substantially all U.S. employees meeting minimum service requirements. Under the plan, contributions are voluntarily made by employees and the Company may provide matching contributions based on the employees' contributions. The Company's continuing operations includes approximately \$16,000 per year in 1998, 1997 and 1996, for matching contributions to this plan.

The Company has an employee stock purchase plan for substantially all employees that meet minimum service requirements. The plan provides for the purchase of up to 300,000 previously issued shares of the Company's common stock. The employee contributes 85% of the purchase price through payroll deduction with the difference paid by the Company. Since inception of the plan in 1996, a total of 151,834 shares have been purchased including 50,789 and 85,152 shares purchased in 1998 and 1997, respectively.

9. SUBSEQUENT EVENTS

Proposed Director Stock Option Plan

In January 1999, certain non-employee directors were granted options to purchase, in the aggregate, approximately 150,000 shares of the Company's common stock, subject to approval of a new directors' stock option plan by the Company's stockholders. The options have an exercise price of \$10.65 per share, which was 120% of the closing price of the common stock on the date of grant. The options vest upon the approval of a new plan and expire at the end of ten years. If the stockholders approve the new plan, currently under Accounting Principles Board Opinion No. 25 ("APB 25") "Accounting for Stock Issued to Employees," the excess, if any, of the closing price of the common stock on the date of plan approval over the exercise price of \$10.65 would be charged to income for periods prior to the effective date of a new accounting standard amending APB 25 as discussed below. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is approximately \$965,000 or \$6.43 per share.

New Business Initiatives

In January 1999, the Company's Board of Directors approved a significant investment in a new Internet related business, a transaction payment system for use by consumers when purchasing items over the Internet. The system is expected to collect payments from consumers and disburse the payments to participating vendors. The Company is developing this proprietary Internet transaction payment system, using both internal and external resources. The Company entered into an agreement in February 1999 with Lante Corporation ("Lante"), a third party software development firm, to assist in such

development effort. In exchange for the services to be provided by Lante, the Company will pay cash for work performed at discounted rates and will issue options to purchase 500,000 shares of the Company's common stock to Lante at an exercise price of \$7.62 per share, the closing price of the Company's common stock on the date of the agreement. The options vest over three years and expire at the end of ten years. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is \$2,865,000 or \$5.73 per share.

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CUSTOMTRACKS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

In June 1998, the Company engaged the services of a law firm to assist in obtaining exclusive or non-exclusive rights, or both, to certain music content rights. In exchange for these services, a wholly-owned subsidiary of the Company agreed to issue options to acquire approximately 5% of the subsidiary's common stock, which was convertible into common stock of the Company. Based upon the lack of near-term prospects to obtain the targeted music rights, the parties terminated this option arrangement. The Company has paid the law firm \$50,000 in exchange for the cancellation of the options to have been issued, a portion of which had vested. Subsequently, in February 1999, in exchange for the law firm's agreement to assist the Company in marketing its Internet transaction payment system to five major music companies, the Company agreed to issue the firm options to purchase 20,000 shares of the Company's common stock at an exercise price of \$8.61 per share, representing the average closing price of the Company's common stock for the twenty trading days centered around the date of the agreement. The options will vest, if at all, on a pro rata basis when any or all of the five targeted companies begin using the Company's Internet transaction payment system. The options expire at the end of six years. The estimated fair value of these options at the grant date using the Black-Scholes option valuation model is \$107,000 or \$5.35 per share.

Accounting for Non-Employee Stock Options

The Financial Accounting Standards Board recently concluded its initial deliberations on several practice issues under APB 25. The proposed effective date of a new financial accounting standard setting forth these conclusions would be its issuance date, which presently is expected to be in September 1999, but would apply to all stock option grants subsequent to December 15, 1998. A consequence of the application of the tentative conclusions would be that outside directors that receive stock options would not be included under the scope of APB 25 because they would no longer be considered employees. Stock option grants to outside directors after December 15, 1998 would, therefore, give rise to compensation expense, determined in accordance with the following paragraph, and recognized over the vesting period for periods subsequent to the effective date of the new accounting standard.

The accounting for equity instruments, such as the stock options discussed in the paragraphs above, issued to non-employees for services rendered is governed by Statement of Financial Accounting Standards No. 123 "Accounting for Stock-Based Compensation" and Emerging Issues Task Force Issue No. 96-18 "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services." These pronouncements require the fair value of equity instruments given as consideration for services rendered be recognized as a non-cash charge to income over the shorter of the vesting or service period. The equity instruments must be revalued on each subsequent reporting date until performance is complete with a cumulative catch up adjustment recognized for any changes in their fair value. As a result, the Company's future results of operations could be materially impacted by a change in valuation of the stock options discussed above, or other equity instruments granted in the future to non-employees, as a result of future increases or decreases in the price of the Company's common stock. However, the required accounting treatment will have no impact on the Company's cash flows or total stockholders' equity.

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CUSTOMTRACKS CORPORATION

1990 STOCK OPTION PLAN
(Amended and Restated as of November 1998)

1. Purpose. The purpose of the Plan is to benefit the Company and its Subsidiaries by offering certain present and future Employees a favorable opportunity to acquire shares of Stock of the Company over a period of years, thereby giving such Employees a permanent stake in the growth and prosperity of the Company, encouraging such Employees to continue their services with the Company and its Subsidiaries, and motivating such Employees to devote their best efforts to the business and profitability of the Company and its Subsidiaries.

2. Definitions. As used herein, the following definitions shall apply:

(a) An "Acquiring Person" shall mean any Person (including any "person" as such term is used in Sections 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that, together with all Affiliates and Associates of such Person, is the beneficial owner (as the term "beneficial owner" is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) of 10% or more of the outstanding Common Stock. The term "Acquiring Person" shall not include the Company, any subsidiary of the Company, any employee benefit plan of the Company or subsidiary of the Company, any Person to the extent such Person is holding Common Stock for or pursuant to the terms of any such plan, or Optionee or any Affiliate or Associate of Optionee. For the purposes of this Plan, a Person who becomes an Acquiring Person by acquiring beneficial ownership of 10% or more of the Common Stock at any time after the date of this Agreement shall continue to be an Acquiring Person whether or not such Person continues to be the beneficial owner of 10% or more of the outstanding Common Stock.

(b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act in effect on the date of this Agreement.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Change of Control" shall mean the occurrence, with respect to an Option held by Employees of a Subsidiary, at any time during the specified term of such Option, of any of the following events:

- (1) The Company is merged or consolidated or reorganized into or with another Person and as a result of such merger, consolidation or reorganization less than seventy-five percent (75%) of the outstanding voting securities or other material capital interests of the surviving, resulting or acquiring Person are owned in the aggregate by Persons who were shareholders of the Company immediately prior to such merger, consolidation or reorganization;
- (2) The Company sells all or substantially all of its business or assets to any other Person, less than seventy-five percent (75%) of the outstanding voting securities or other material capital interests of which are owned in the aggregate by Persons who were shareholders of the Company, directly or indirectly, immediately prior to such sale; or
- (3) Any Person (or group of Persons acting in concert), other than the Company, becomes the beneficial owner, directly or indirectly, of thirty-five percent (35%) or more of the issued and outstanding shares of voting securities of the Company.

(e) "Change of Control" shall mean the occurrence, with respect to an Option held by Employees of the Company, at any time during the specified term of such Option, of any of the following events:

- (1) (a) Any Sale of the Company or (b) any Sale of any Material Subsidiary for consideration valued at \$300 million or more; or

- (2) Any Acquiring Person has become the beneficial owner of securities which, when added to any securities already owned by such person, would represent in the aggregate 25% or more of the then-outstanding securities of the Company that are entitled to vote to elect any class of directors;
- (3) If at any time, the Continuing Directors then serving on the Board of Directors of the Company cease for any reason to constitute at least a majority thereof; or
- (4) Any occurrence that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A or any successor rule or regulation promulgated under the Exchange Act.

(f) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(g) "Company" shall mean CustomTracks Corporation, a Texas corporation.

(h) A "Continuing Director" shall mean a director of the Company who (i) is not an Acquiring Person or an Affiliate or Associate thereof, or a representative of an Acquiring Person or nominated for election by an Acquiring Person, and (ii) was either a member of the Board of Directors of the Company on the date of this Agreement or subsequently became a director of the Company and whose initial election or initial nomination for election by the Company's shareholders was approved by a majority of the Continuing Directors then on the Board of Directors of the Company.

(i) "Date of Grant" shall mean, with respect to each Option granted by the Plan Administrator pursuant to the Plan, the date specified in Section 1 of the Option Agreement relating to such Option.

(j) "Director" shall mean any duly elected and qualified member of the Board.

(k) "Disability" shall mean any medically determinable physical or mental impairment that, in the opinion of the Plan Administrator, based upon medical reports and other evidence satisfactory to the Plan Administrator, can reasonably be expected to prevent an Employee from performing substantially all of his customary duties of employment for a continuous period of not less than twelve (12) months.

(l) "Employee" shall mean any salaried employee of the Company or any Subsidiary, except a salaried employee who is serving as a Director.

(m) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

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(n) "Fair Market Value" shall mean the closing price of the Stock as quoted on NASDAQ/NMS on the last business day immediately preceding the date on which the Option is granted or the date of exercise, as the case may be.

(o) A "Material Subsidiary" shall mean any majority-owned subsidiary of the Company that is material to the business of the Company, taken as a whole, and that is engaged in the digital data distribution business or other business involving a concept primarily fostered by Mr. David P. Cook.

(p) "NASDAQ/NMS" shall mean the NASDAQ National Market System.

(q) "Option" shall mean any right to purchase Stock that has been granted pursuant to the Plan.

(r) "Option Agreement" shall mean an agreement executed by an officer of the Company and an Optionee evidencing the grant of an Option pursuant to the Plan.

(s) "Optionee" shall mean any Employee who receives an Option or any Person who acquires an Option by reason of the death of an Employee.

(t) A "Person" shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an incorporated organization, or a government or political subdivision thereof and any other entity. A Person, together with that Person's Affiliates and Associates, and any Persons acting as

a partnership, limited partnership, joint venture, association, syndicate, or other group (whether or not formally organized), or otherwise acting jointly or in concert or in a coordinated or consciously parallel manner (whether or not pursuant to any express agreement), for the purpose of acquiring, holding, voting, or disposing of securities of the Company with that Person, shall be deemed a single "Person."

(u) "Plan" shall mean this CustomTracks Corporation 1990 Stock Option Plan.

(v) "Plan Administrator" shall mean the Board or, in the alternative, any committee of Directors authorized by the Board to administer the Plan.

(w) "Resignation" shall mean the voluntary termination by an Employee of his or her employment relationship with the Company or its Subsidiaries under circumstances other than voluntary Retirement.

(x) "Retirement" shall mean the termination of an Employee's employment in accordance with the requirements of a written retirement plan, policy or rule of the Company or its Subsidiaries which has been duly adopted by the Board.

(y) "Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time-to-time and any successor provision to Rule 16b-3 under the Exchange Act.

(z) A "Sale" occurs with respect to the Company or a Material Subsidiary, as applicable, if it engages in a merger, consolidation, recapitalization, reorganization, or sale, lease, license, transfer, or other effective disposition of all or substantially all of the Company's or Material Subsidiary's assets and the Company or its shareholders or Affiliates immediately before such transaction beneficially own, immediately after or as a result of such transaction, equity securities of the surviving or acquiring corporation or such corporation's parent corporation possessing less than fifty one percent (51%) of the voting power of the surviving or acquiring Person or such Person's parent corporation, provided that a

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Sale shall not be deemed to occur upon any public offering or series of such offerings of securities of the Company or a Material Subsidiary that results in any such change in beneficial ownership.

(aa) "Securities Act" shall mean the Securities Act of 1933, as amended.

(bb) "Stock" shall mean the \$.01 par value Common Stock of the Company.

(cc) "Subsidiary" shall mean any corporation in an unbroken chain of corporations beginning with the Company in which each of the corporations (other than the last corporation) in the unbroken chain owns shares of capital stock possessing fifty percent (50%) or more of the total combined voting power of all classes of capital stock of one of the other corporations in such chain at the date of grant of an Option.

3. Shares Subject to the Plan. Except as otherwise required by the provisions of Section 9 hereof, the aggregate number of shares of Stock issuable upon the exercise of Options granted pursuant to the Plan shall not exceed 345,045 shares. Such shares may either be authorized but unissued shares or treasury shares.

The exercise price of each Option granted pursuant to the Plan shall be determined by the Plan Administrator and, subject to the provisions of Section 9 hereof, shall be not less than the Fair Market Value, at the time the Option is granted, of the shares of Stock subject to the Option.

Subject to the limitations provided above, if an Option should expire or become unexercisable for any reason without having been exercised in full, the unpurchased shares of Stock that were subject thereto shall, unless the Plan shall have terminated, be available for the grant of other Options under the Plan.

4. Administration of the Plan. The following provisions shall govern the administration of the Plan:

(a) The Plan shall be administered by the Plan Administrator.

(b) The Plan Administrator is authorized (but only to the extent not contrary to the express provisions of the Plan) to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to the Options granted under the Plan, to determine the form and content of Options to be issued under the Plan (including the exercise price, the exercise period and the exercise increments of each such Option) and to make such other determinations and exercise such other powers and authority as may be necessary or advisable for the administration of the Plan. Each Option granted pursuant to the Plan shall be evidenced by the Option Agreement in such form as may be determined by the Plan administrator.

(c) A majority of the members of the Plan Administrator eligible to act shall constitute a quorum for purposes of acting with respect to the Plan, and the action of a majority of the members present who are eligible to act at any meeting at which a quorum is present shall be deemed the action of the Plan Administrator.

(d) All decisions, determinations and interpretations of the Plan Administrator with respect to the Plan and Option Agreements executed pursuant thereto shall be final and conclusive on all persons affected thereby.

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(e) Neither the Plan Administrator nor any member thereof shall be liable for any act, omission, interpretation, construction or determination made in connection with the Plan in good faith, and the members of the Plan Administrator shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including counsel fees) arising therefrom to the full extent permitted by law. The members of the Plan Administrator shall be named as insureds under any directors and officers liability insurance coverage that may be in effect from time to time.

5. Eligibility. All Employees of the Company and its Subsidiaries are eligible to receive Options under the Plan. The Plan Administrator is authorized to select from the Employees who are eligible to receive Options under the Plan the particular Employees who will receive Options and to determine the number of Options and the number of shares of Stock under each Option. In granting Options, the Plan Administrator shall take into consideration the contribution an Employee has made or may make to the success of the Company or its Subsidiaries and such other factors as the Plan Administrator shall determine. The Plan Administrator shall also have the authority to consult with and receive recommendations from Directors and Employees of the Company and its Subsidiaries with regard to these matters. In no event shall any Employee or his legal representatives, heirs, legatees, distributees or successors have any right to participate in the Plan except to such extent, if any, as the Plan Administrator shall determine.

6. Term of the Plan. The Plan shall continue in effect until terminated pursuant to Section 15; provided, however, that all Options granted pursuant to the Plan must be granted within 10 years from the effective date of the Plan.

7. Termination of Employment - Exercise Thereafter. (a) For those Optionees who are not subject to the provisions of Subsection 7(b), in the event of termination of the Optionee's employment due to death, Retirement, Resignation, Disability or termination by the Company for any reason other than "cause" (such five events each being a "Qualified Termination"), the Option may be exercised by the Optionee or his estate, personal representative or beneficiary to the full extent that the Optionee was entitled to exercise the same on the day immediately prior to such termination (i) at any time within the one-year period commencing on the day next following such termination if such termination is due to death of the Optionee; (ii) at any time within the thirty-day period commencing on the day next following the effective date of such termination if such termination is due to the Resignation of the Optionee; or (iii) at any time within the six-month period commencing on the day next following such termination in the case of any other Qualified Termination. In the event that the Optionee's employment is terminated for any reason other than a Qualified Termination, the Option shall automatically expire simultaneously with such termination. For purposes of this Section, "cause" shall mean (x) the failure, in the sole opinion of the Company or the Subsidiary which employs Optionee, of Optionee to adequately perform the duties assigned to Optionee (other than any such failure resulting from Optionee's Disability); (y) the engagement by Optionee in misconduct which, in the sole opinion of the Company or the Subsidiary which employs Optionee, is or may have the effect of being

materially injurious to the Company or its Subsidiaries; or (z) the conviction of Optionee of any felony or crime of moral turpitude.

(b) For those Optionees who are senior officers of the Company, in the event of termination of the Optionee's employment due to death, Retirement, Resignation, Disability or termination by the Company for any reason other than "cause" (such five events each being a "Qualified Termination"), the Option may be exercised by the Optionee or his estate, personal representative or beneficiary to the full extent that the Optionee was entitled to exercise the same on the day immediately prior to such termination (i) at any time within the 18 month period commencing on the day next following such termination if such termination is due to death of the Optionee; (ii) at any time within the thirty-day period commencing on the day next following the effective date of such termination if such termination is due to the Resignation of the Optionee; or (iii) at any time within the 18 month period commencing on the

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day next following such termination in the case of any other Qualified Termination. In the event that the Optionee's employment is terminated for any reason other than a Qualified Termination, the Option shall automatically expire simultaneously with such termination. For purpose of this Section, "cause" shall have the meaning given such term in the applicable severance agreement between the Company and Optionee. If the officer and the Company are not parties to a severance agreement that defines "cause", then "cause" shall mean (x) the failure, in the sole opinion of the Company or the Subsidiary which employs Optionee, of Optionee to adequately perform the duties assigned to Optionee (other than any such failure resulting from Optionee's Disability); (y) the engagement by Optionee in misconduct which, in the sole opinion of the Company or the Subsidiary which employs Optionee, is or may have the effect of being materially injurious to the Company or its Subsidiaries; or (z) the conviction of Optionee of any felony or crime of moral turpitude.

(c) The determination as to whether the Optionee is subject to the provisions of Subsection 7(a) or 7(b) will be determined in the sole opinion of the Company.

8. Transferability. An Option granted pursuant to the Plan shall not be transferable by the Optionee otherwise than by will or the laws of descent and distribution, and the Option shall be exercisable, during the Optionee's lifetime, only by Optionee or Optionee's legal representative or guardian. More particularly (but without limiting the generality of the foregoing), an Option may not be assigned, transferred (except as aforesaid), pledged or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process, without the prior written consent of the Company. Any attempted assignment, contrary to the provisions hereof, and the levy of any attachment or similar process upon the Option, which would otherwise affect a change in the ownership of the Option, shall terminate the Option.

9. Adjustment. The number of shares subject to the Plan and to Options granted pursuant to the Plan shall be adjusted as follows: (a) in the event that the outstanding Stock is changed by reason of a stock dividend, stock split, recapitalization or combination of shares, the number of shares of Stock subject to the Plan and to Options granted pursuant to the Plan shall be proportionately adjusted; or (b) in the event of any merger, consolidation or reorganization of the Company with any other corporation or corporations, there shall be substituted for each share of Stock then subject to the Plan and to Options granted pursuant to the Plan the number and kind of shares of stock or other securities to which the holders of shares of Stock will be entitled pursuant to the transaction. In the event of any such adjustment, the purchase price per share shall be proportionately adjusted.

10. Change of Control. Any Option previously granted under the Plan to an Optionee who is an Employee on the date of a Change in Control shall become exercisable in full on such date and, except in the case of a termination of employment for cause in conjunction with or following the Change of Control, may be exercised by the Optionee at any time during the remainder of the term of the Option, without regard to any exercise increments established pursuant to any applicable Option Agreement. In the case of a termination of employment for cause in conjunction with or following a Change of Control, the Option may be exercised by the Optionee at any time within a period of not less than six months nor more than three (3) years (the length of which period shall be within the discretion of the Plan Administrator and shall be evidenced conclusively by

the giving of appropriate and timely notice to the Optionee in accordance with the terms of the applicable Option Agreement) after the date of such termination.

11. Exercise of Option. An Option may be exercised by giving written notice to the Company, attention of the Treasurer. The notice shall (i) state the election to exercise the Option and the number of shares in respect of which it is being exercised; (ii) be signed by the Optionee; and (iii) be accompanied by the representation and covenant required under Section 12 hereof and any other written

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representations, covenants, and undertakings that the Company may prescribe to satisfy securities laws and regulations or other requirements. In addition, the notice shall be accompanied by (a) cash in an amount equal to the full purchase price of the shares to be purchased, a certified or bank cashier's check payable to the order of the Company in an amount equal to the full purchase price of the shares to be purchased, shares of Stock or a combination of these methods of payment; or (b) if the shares to be purchased are covered by an effective registration statement under the Securities Act, a written statement signed by the Optionee that the exercise is a "cashless exercise" through a brokerage firm in accordance with Section 220.3(e)(4) of Regulation T issued by the Board of Governors of the Federal Reserve System ("Reg T") pursuant to the Exchange Act, in which latter event the Company will use its best efforts to comply with the requirements of Reg T. In the event that shares of Stock are used as a method of payment, the per share value of Stock shall be the Fair Market Value on the date of exercise. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the Optionee or his designee and shall be delivered to or upon the written order of the Optionee. If applicable, the Company shall be entitled to place the following legend (or a legend which is substantially similar to the following legend) upon, and to issue appropriate stop transfer instructions with respect to, the certificate or certificates representing the shares issued upon exercise of the Option:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS (THE "STATE LAWS"), AND SUCH SHARES MAY NOT BE TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS COVERING SUCH TRANSFER IS THEN IN EFFECT; OR (B) AN OPINION OF COUNSEL, SATISFACTORY TO THE ISSUER, HAS BEEN FURNISHED STATING THAT SUCH TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE LAWS."

All shares of Stock issued as provided herein shall be duly and validly issued, fully paid and non-assessable.

12. Securities Law Restrictions. The Company shall not be obligated to issue any shares purchased upon exercise of an Option until, in the opinion of the Company and its counsel, such issuance will not involve any violation of applicable federal and state securities laws, the rules and regulations promulgated thereunder and the requirements of any stock exchange upon which the Stock may then be listed. Acceptance of an Option by an Optionee shall constitute the Optionee's agreement that any shares of Stock purchased upon the exercise of the Option shall be acquired for the Optionee's own account and not with a view to distribution and that each notice of the exercise of any portion of the Option shall be accompanied by a written representation and covenant signed by the Optionee, in such form as may be specified by the Company, confirming such agreement and containing such other provisions as may be prescribed by the Company. The Company may, at its election, release an Optionee from the Optionee's agreement to take for the Optionee's own account and not with a view to distribution of the shares of Stock purchased upon exercise of the Option, if in the opinion of the Company such covenant ceases to be necessary for compliance with the applicable federal and state securities laws (including the rules and regulations promulgated thereunder) and the requirements of any stock exchange upon which the Stock may be then listed.

13. Listing or Registration of Stock. Each Option granted pursuant to the Plan is subject to the requirement that, if at any time the Board shall determine, in its discretion, that the listing, registration or qualification of the shares of Stock subject to the Option upon any securities exchange or

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under any state or federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting or exercise of the Option or the issue or purchase of shares under the Option, the Option may not be exercised in whole or in part until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. The Company shall be under no obligation to effect or obtain any such listing, registration, qualification, consent or approval if the Board shall determine, in its discretion, that such action would not be in the best interests of the Company. The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Stock subject to an Option upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body with respect to the granting or exercise of the Option or the issue or purchase of shares under the Option.

14. Modification of Options. At any time and from time to time the Plan Administrator may execute an instrument providing for modification, extension, or renewal of any outstanding Option, provided that no such modification, extension or renewal shall (i) impair the Option in any respect without the consent of the holder of the Option or (ii) conflict with the provisions of Rule 16b-3.

15. Amendment and Termination of the Plan. The Board may alter, suspend or discontinue the Plan, except that no action of the Board may increase the benefits accruing to Employees under the Plan, increase (other than as provided in Section 9) the maximum number of shares permitted to be issued upon the exercise of Options granted pursuant to the Plan or materially modify the requirements as to eligibility for participation in the Plan unless such action of the Board shall be subject to approval by the shareholders of the Company.

16. Shareholder Rights. The holder of an Option shall have none of the rights of a shareholder with respect to the shares of Stock subject to the Option until such shares shall have been issued to him upon the due exercise of the Option.

17. Withholding of Taxes. The Plan Administrator may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of any taxes which the Company or any Subsidiary is required by any law or regulation of any governmental authority, whether federal, state or local, domestic or foreign, to withhold in connection with any Option, including, but not limited to, the withholding of the issuance of all or any portion of the shares of Stock subject to the Option until the Optionee reimburses the Company or the applicable Subsidiary for the amount the Company or the applicable Subsidiary is required to withhold with respect to such taxes, canceling any portion of the issuance in an amount sufficient to reimburse the Company or the applicable Subsidiary for the amount it is required to so withhold, or taking any other action reasonably required to satisfy the withholding obligation of the Company or the applicable Subsidiary.

18. Restrictions on Stock. The Plan Administrator may impose such restrictions on the ownership and transfer of shares of Stock issued upon exercise of Options granted pursuant to the Plan as it deems desirable and any such restrictions shall be set forth in the Option Agreement evidencing the Options; provided, however, that any such restrictions shall not be materially more burdensome than the restrictions imposed upon the other outstanding, unregistered shares of Stock.

19. Reservation of Stock. The Company during the term of the Plan will reserve and keep available such number of shares of Stock as shall be sufficient to satisfy the requirements of the Plan.

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20. Continued Employment Not Presumed. Nothing in the Plan or any document describing it nor the grant of an Option shall give an Optionee the right to continue in employment with the Company or any of its Subsidiaries or affect the right of the Company or a Subsidiary to terminate the employment of any Optionee with or without cause.

incorporated in this Plan by virtue of this amendment and restatement shall apply to Options outstanding on the date hereof, as well as Options hereinafter granted under this Plan.

CUSTOMTRACKS CORPORATION

By: /s/ Ronald A. Woessner

Ronald A. Woessner
Secretary

CUSTOMTRACKS CORPORATION

1992 STOCK OPTION PLAN
(Amended and Restated as of November 1998)

1. Purpose

The purpose of the CustomTracks Corporation 1992 Stock Option Plan (hereinafter called the "Plan") is to advance the interests of CustomTracks Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract and retain personnel of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Certain options granted under this Plan are intended to qualify as "incentive stock options" pursuant to Section 422 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), while certain other options granted under this Plan will constitute nonqualified options.

2. Definitions

As used in this Plan, and in any Option Agreement, as hereinafter defined, the following terms shall have the following meanings, unless the context otherwise requires:

(a) "Common Stock" shall mean the common stock of the Company, par value \$.01 per share, giving effect to the 3 shares for 2 shares stock split on the record date of January 24, 1992 and the effective issuance date of February 13, 1992.

(b) "Date of Grant" shall mean the date on which a stock option is granted pursuant to this Plan.

(c) "Disinterested Director" shall mean a director who is not, during the one year prior to service as an administrator of this Plan, granted or awarded an option pursuant to this Plan or any other plan of the Company or any of its affiliates (except as provided in Section 4(b) or Section 4(c) of this Plan and as may be permitted by Rule 16b-3 promulgated under the Exchange Act).

(d) "Effective Date" shall mean the first business day following the date of the 1993 annual meeting of the shareholders of the Company.

(e) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(f) "External Director" shall mean a Director that is not an employee of the Company.

(g) "Fair Market Value" shall mean the closing sale price (or average of the quoted closing bid and asked prices if there is no closing sale price reported) of the Common Stock on the date specified as reported by NASDAQ/NMS or by the principal national stock exchange on which the Common Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

(h) "Optionee" shall mean the person to whom an option is granted under this Plan or who has obtained the right to exercise an option in accordance with the provisions of this Plan.

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(i) "Plan Adoption Date" means the later of the date on which this Plan is adopted by the Board of Directors of the Company and by the shareholders of the Company in accordance with Rule 16b-3.

(j) "Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a

strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder.

(k) "Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time to time and any successor provision to Rule 16b-3 under the Exchange Act.

(l) "Subsidiary" shall mean any now existing or hereafter organized or acquired corporation of which more than fifty percent (50%) of the issued and outstanding voting stock is owned or controlled directly or indirectly by the Company or through one or more Subsidiaries of the Company and, in addition, shall include Alcatel Amtech S.A. for so long as the Company directly or indirectly owns more than forty percent (40%) of that company's issued and outstanding stock and Wavelink Technologies, Inc. for so long as the Company directly or indirectly owns or holds then exercisable rights to acquire more than twenty percent (20%) of that company's issued and outstanding stock.

3. Shares Subject to this Plan

Except as otherwise provided by the provisions of Section 9 hereof, the aggregate amount of Common Stock for which options may be granted under this Plan shall not exceed 450,000 shares of Common Stock. Such shares may be authorized and previously unissued shares or previously issued shares that have been reacquired by the Company. Any shares of Common Stock subject to unexercised portions of options granted under this Plan which shall have terminated, been canceled, or expired may again be subject to the granting of options under this Plan.

4. Administration

(a) Notwithstanding herein anything to the contrary, to the extent necessary to comply with the requirements of Rule 16b-3, this Plan shall be administered by the Board of Directors, if each member is a Disinterested Director, or, at the option of the Board of Directors, a committee of two or more Disinterested Directors appointed by the Board of Directors of the Company (the group responsible for administering this Plan is referred to herein as the "Committee"). Options may be granted under this Section 4(a) only by majority agreement of the members of the Committee. Stock Option Agreements ("Option Agreements"), in the form as approved by the Committee, and containing such terms and conditions not inconsistent with the provisions of this Plan as shall have been determined by the Committee, may be executed on behalf of the Company by the President or any Vice President of the Company. The Committee shall have complete authority to construe, interpret and administer (except with respect to Section 4(b) and Section 4(c) of this Plan) the provisions of this Plan and the provisions of the Option Agreements granted hereunder; to prescribe, amend and rescind rules and regulations pertaining to this Plan; and to make all other determinations necessary or deemed advisable in the administration of this Plan. The determinations, interpretations and constructions made by the Committee shall be final and conclusive.

(b) Members of the Committee shall be specified by the Board of Directors, and shall consist solely of Disinterested Directors and as such shall not be eligible to receive options to purchase Common Stock pursuant to Section 4(a) of this Plan. Disinterested Directors may include External Directors and

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Internal Directors who are employed by the Company. Disinterested Directors shall fall within one of the following categories: (i) External Director; (ii) Internal Director/Chief Executive Officer; (iii) Internal Director/Vice President of Research and Development; and (iv) Internal Director/Other. The Committee can be comprised of Disinterested Directors from any one or all of the named categories. External Directors who are appointed to the Committee may not receive any options under this Plan, other than pursuant to Section 4(c). Subject to the shareholders' approval, on the date a Disinterested Director is initially appointed as a Committee member by the Board of Directors: (1) an Internal Director/Chief Executive Officer shall automatically be granted nonqualified options to purchase 35,000 shares of Common Stock, an Internal Director/Vice President of Research and Development shall automatically be granted nonqualified options to purchase 15,000 shares of Common Stock, and an Internal Director/Other shall automatically be granted nonqualified options to purchase 1,000 shares of Common Stock; and (2) provided the Company has consolidated net income for the calendar year immediately preceding and so long

as the Disinterested Director continues to serve on the Committee, on each annual anniversary date of a Disinterested Director's initial appointment of membership to the Committee and the corresponding initial grant of options, an Internal Director/Chief Executive Officer shall be granted nonqualified options to purchase 15,000 shares of Common Stock, an Internal Director/Vice President of Research and Development shall be granted nonqualified options to purchase 10,000 shares of Common Stock, and an Internal Director/Other shall be granted nonqualified options to purchase 1,000 shares of Common Stock. Subsequently appointed Committee Members shall receive option grants based upon the formula applicable to their Disinterested Director category if the duties and responsibilities of the position delineated within the category remain substantially the same as those for the position on the date of the adoption of this Plan.

(c) Subject to the provisions of this Subsection, on each date that a Qualifying External Director is re-elected to the Board of Directors, such Qualifying External Director shall be granted nonqualified options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Section 4(c) shall vest six months from the date of grant. No option grants shall be made to a Qualifying External Director under this Subsection in a calendar year when such Qualifying External Director received a 2,500 share option grant under Subsection 6(a)(4) of the Company's 1995 Long-Term Incentive Plan or under Section 6 of the Company's 1996 Directors' Stock Option Plan. No 2,500 share option grants shall be made under this Subsection (i) after December 31, 1998, to a Qualifying External Director that does not own at least 10,000 shares of the Common Stock, in the case of those directors serving on the Company's Board of Directors on December 14, 1995, or (ii) in the case of other Qualifying External Directors (i.e., those not described in clause (i)), after the third anniversary of their appointment or election to the Company's Board of Directors if they do not own at least 10,000 shares of the Common Stock by such third anniversary.

(d) The purchase price or prices for Common Stock subject to an option granted under Section 4(b) or Section 4(c) shall be 100% of the Fair Market Value of the Common Stock on the Date of Grant. Neither Section 4(b) nor Section 4(c) shall be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended or the rules promulgated thereunder.

(e) Options may be granted by the Committee prior to this Plan Adoption Date, but shall be subject to approval of this Plan by the shareholders of the Company.

5. Eligibility

Incentive stock options to purchase Common Stock may be granted under Section 4(a) of this Plan to such employees of the Company or its Subsidiaries (including any director who is also an employee of the Company or one of its Subsidiaries) as shall be determined by the Committee. Nonqualified stock

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options to purchase Common Stock may be granted under Section 4(a) of this Plan to such employees or directors of the Company or its Subsidiaries as shall be determined by the Committee. The Committee shall determine which persons are to be granted options under Section 4(a) of this Plan, the number of options, the number of shares subject to each option, the exercise price or prices of each option, the vesting and exercise period of each option, whether an option may be exercised as to less than all of the Common Stock subject thereto, and such other terms and conditions of each option, if any, as are not inconsistent with the provisions of this Plan. In addition, the Committee may, in its sole discretion, provide for vesting of stock options to accelerate upon a change in control of the Company as defined in an applicable Agreement ("Change in Control") and enable an employee to "put" the excess of the fair market value over the exercise price of the options to the Company in the event of a Change in Control. In connection with the granting of incentive stock options, the aggregate Fair Market Value (determined at the Date of Grant of an incentive stock option) of the shares with respect to which incentive stock options are exercisable for the first time by an Optionee during any calendar year (under all such plans of the Optionee's employer corporation and its parent and subsidiary corporations as defined in Section 424 of the Code) shall not exceed \$100,000 or such other amount as from time to time provided in (S)422(d) of the Code or any successor provision.

6. Exercise Price

The purchase price or prices for Common Stock subject to an option (the "Exercise Price") granted pursuant to Section 4(a) of this Plan shall be determined by the Committee at the Date of Grant; provided, however, that (a) the Exercise Price for any option shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant, and (b) if the Optionee owns more than 10 percent of the total combined voting power of all classes of stock of the Company or its parent or any of its subsidiaries, as more fully described in (S)422(b)(6) of the Code or any successor provision (such shareholder is referred to herein as a "10-Percent Stockholder"), the Exercise Price for any incentive stock option granted to such Optionee shall not be less than 110% of the Fair Market Value of the Common Stock on the Date of Grant.

7. Term of Stock Options and Limitations on Right to Exercise

No incentive stock option granted pursuant to Section 4(a) of this Plan shall be exercisable (a) more than five years after the Date of Grant with respect to a 10-Percent Stockholder, and (b) more than ten years after the Date of Grant with respect to all persons other than 10-Percent Stockholders. No nonqualified stock option granted pursuant to Section 4(a) of this Plan shall be exercisable more than ten years after the Date of Grant. Nonqualified stock options granted to members of the Committee pursuant to Section 4(b) or to External Directors pursuant to Section 4(c) of this Plan shall be exercisable for ten years, except that in the event of death or termination of such member as a director and employee of the Company, such nonqualified stock options shall only be exercisable for one year following the date of such member's death or termination (or if shorter, the remaining term of the option). The Company shall not be required to issue any fractional shares upon the exercise of any options granted under this Plan. No Optionee nor his legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an option unless and until said option has been exercised and the purchase price of the shares in respect of which the option has been exercised has been paid. An option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the option by will or under the laws of descent and distribution.

8. Termination of Employment

The Committee shall determine at the Date of Grant what conditions shall apply to the exercise of an option granted under Section 4(a) in the event an Optionee shall cease to be employed by the Company

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or a Subsidiary for any reason. In the event of the death of an Optionee while in the employ or while serving as a director of the Company or a Subsidiary, the option theretofore granted to him shall be exercisable by the executor or administrator of the Optionee's estate, or if the Optionee's estate is not in administration, by the person or persons to whom the Optionee's right shall have passed under the Optionee's will or under the laws of descent and distribution, within the year next succeeding the date of death or such other period as may be specified in the Option Agreement, but in no case later than the expiration date of such option, and then only to the extent that the Optionee was entitled to exercise such option at the date of his death. Neither this Plan nor any option granted hereunder is intended to confer upon any Optionee any rights with respect to continuance of employment or other utilization of his services by the Company or by a Subsidiary, nor to interfere in any way with his right or that of his employer to terminate his employment or other services at any time (subject to the terms of any applicable contract).

9. Dilution or Other Adjustments

In the event that there is any change in the Common Stock subject to this Plan or subject to options granted hereunder as the result of any stock dividend, dividend of or stock split or stock combination of, or any like change in, stock of the same class or in the event of any change in the capital structure of the Company, the Board of Directors or the Committee shall make such adjustments with respect to options, or any provisions of this Plan, as it deems appropriate to prevent dilution or enlargement of option rights.

10. Expiration and Termination of this Plan

Options may be granted at any time under Section 4(a) of this Plan and as

specified under Section 4(b) and Section 4(c) of this Plan prior to ten years from this Plan Adoption Date, as long as the total number of shares which may be issued pursuant to options granted under this Plan does not (except as provided in Section 9 above) exceed the limitations of Section 3 above. This Plan may be abandoned, suspended or terminated at any time by the Board of Directors of the Company except with respect to any options then outstanding under this Plan.

11. Restrictions on Issuance of Shares

(a) The Company shall not be obligated to sell or issue any shares upon the exercise of any option granted under this Plan unless:

(i) the shares with respect to which such option is being exercised have been registered under applicable federal securities laws or are exempt from such registration;

(ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and

(iii) in the event the Common Stock has been listed on any exchange, the shares with respect to which such option is being exercised have been duly listed on such exchange in accordance with the procedure specified therefor.

The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares issuable on any option.

If the shares to be issued upon the exercise of any option granted under this Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal securities laws, the Optionee, if so requested by the Company, shall furnish to the Company such

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evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock subject to an option upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body with respect to the granting or exercise of the option or the issue or purchase of shares under the option.

(b) No option granted pursuant to this Plan shall be transferable by the Optionee other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

(c) Any Common Stock issued pursuant to the exercise of an option granted pursuant to this Plan shall not be transferred until at least 6 months have elapsed from the later of (i) the date of grant of such option or (ii) this Plan Adoption Date to the date of disposition of the Common Stock underlying such option.

(d) The Board of Directors or Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to this Plan as it deems desirable; any such restrictions shall be set forth in any Option Agreement entered into hereunder.

12. Proceeds

The proceeds to be received by the Company upon exercise of any option granted under this Plan may be used for any proper purposes.

13. Amendment of this Plan

Except as provided in Section 4(b) and Section 4(c) of this Plan, the Board of Directors may amend this Plan from time to time in such respects as it may deem advisable in its sole discretion or in order that the options granted hereunder shall conform to any change in applicable laws, including tax laws, or in regulations or rulings of administrative agencies or in order that options

granted or stock acquired upon exercise of such options may qualify for simplified registration under applicable securities or other laws; provided, however, that, to the extent required by Rule 16b-3 and the Securities and Exchange Commission interpretations and releases thereunder, no amendment may be made without the consent of shareholders which would materially (a) increase the benefits accruing to participants under this Plan, (b) increase the number of securities which may be issued under this Plan, other than in accordance with Section 9 hereof, or (c) modify the requirements as to eligibility for participation in this Plan.

14. Payment Upon Exercise

Upon the exercise of any option granted under this Plan, the Company may make financing available to the Optionee for the purchase of the Common Stock that may be acquired pursuant to the exercise of such option on such terms as the Committee shall specify. An Optionee may pay the Exercise Price of the shares of Common Stock as to which an option is being exercised by the delivery of cash, a certified cashier's check or, at the Company's option, by the delivery of shares of Common Stock having a Fair Market Value on the date immediately preceding the exercise date equal to the exercise price.

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If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, as amended, any option granted under this Plan may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have otherwise complied with Section 220.3(e) (4) of Regulation T, 12 CFR Part 220, or any successor provision.

15. Shareholders' Approval

This Plan is subject to approval by the shareholders of the Company and will be submitted for approval to the shareholders of the Company.

16. Liability of the Company

Neither the Company, its directors, officers or employees, nor any Subsidiary which is in existence or hereafter comes into existence, shall be liable to any Optionee or other person if it is determined for any reason by the Internal Revenue Service or any court having jurisdiction that any incentive stock option granted hereunder does not qualify for tax treatment as an incentive stock option under Section 422 of the Code.

AMENDED AND RESTATED as of November 18, 1998.

CUSTOMTRACKS CORPORATION

By: /s/ Ronald A. Woessner

Its: Vice President

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CUSTOMTRACKS CORPORATION

1995 LONG-TERM INCENTIVE PLAN
(Amended and Restated as of November 1998)

Section 1. Purpose

The purpose of the CustomTracks Corporation 1995 Long-Term Incentive Plan (hereinafter called the "Plan") is to advance the interests of CustomTracks Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract, on its behalf and on behalf of its Subsidiaries (as hereinafter defined), and retain personnel of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Section 2. Definitions

"Award" shall mean a grant or award under Section 6 through 9, inclusive, of the Plan, as evidenced in a written document delivered to a Participant as provided in Section 10(b).

"Board of Directors" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Committee" shall mean a committee of the Board of Directors comprised of at least two directors. Members of the Committee shall be selected by the Board of Directors. To the extent necessary to comply with the requirements of Rule 16b-3, the Committee shall consist of two or more Disinterested Directors. Also, if the requirements of (S)162(m) of the Code are intended to be met, the Committee shall consist of two or more "outside directors" within the meaning of (S)162(m) of the Code.

"Common Stock" shall mean the Common Stock of the Company, par value \$.01 per share.

"Date of Grant" shall mean the date on which an Award is made pursuant to this Plan.

"Designated Beneficiary" shall mean the beneficiary designated by the Participant, in a manner determined by the Committee, to receive amounts due the Participant in the event of the Participant's death. In the absence of an effective designation by the Participant, Designated Beneficiary shall mean the Participant's estate.

"Disinterested Director" shall mean a director who is not, during the one year prior to service as an administrator of the Plan, granted or awarded an option pursuant to the Plan or any other plan of the Company or any of its affiliates (except for grants or awards pursuant to Section 6(a) of the Plan or as may be permitted by Rule 16b-3 promulgated under the Exchange Act). Disinterested Directors shall fall within one of the following categories: (i) External Director; (ii) Internal Director/Chief Executive Officer; (iii) Internal Director/Vice President of Research and Development; and (iv) Internal Director/Other.

"Effective Date" shall mean the first business day following the date of the 1995 annual meeting of the shareholders of the Company.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

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"External Director" shall mean a Director of the Company that is not an Internal Director.

"Fair Market Value" shall mean the closing sale price (or average of the quoted closing bid and asked prices if there is no closing sale price reported) of the

Common Stock on the date specified as reported by the Nasdaq National Market, or by the principal national stock exchange on which the Common Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

"Incentive Stock Option" shall mean a stock option granted under Section 6 that is intended to meet the requirements of Section 422 of the Code (or any successor provision).

"Internal Director" shall mean a Director of the Company who is an employee of the Company or a Subsidiary.

"Nonqualified Stock Option" shall mean a stock option granted under Section 6 that is not intended to be an Incentive Stock Option.

"Option" shall mean an Incentive Stock Option or a Nonqualified Stock Option.

"Optionee" shall mean the person to whom an option is granted under the Plan or who has obtained the right to exercise an option in accordance with the provisions of the Plan.

"Participant" shall mean an individual who is selected by the Committee to receive an Award under the Plan.

"Payment Value" shall mean the dollar amount assigned to a Performance Share which shall be equal to the Fair Market Value of the Common Stock on the day of the Committee's determination under Section 7(c) with respect to the applicable Performance Cycle.

"Performance Cycle" or "Cycle" shall mean the period of years selected by the Committee during which the performance is measured for the purpose of determining the extent to which an award of Performance Shares has been earned.

"Performance Goals" shall mean the objectives established by the Committee for a Performance Cycle, for the purpose of determining the extent to which Performance Shares that have been contingently awarded for such Cycle are earned.

"Performance Share" shall mean an award granted pursuant to Section 7 of the Plan expressed as a share of Common Stock.

"Plan Adoption Date" means the later of the date on which the Plan is adopted by the Board of Directors of the Company and by the shareholders of the Company in accordance with Rule 16b-3.

"Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder with respect to ownership of the Common Stock.

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"Restricted Period" shall mean the period of years selected by the Committee during which a grant of Restricted Stock or Restricted Stock Units may be forfeited to the Company.

"Restricted Stock" shall mean shares of Common Stock contingently granted to a Participant under Section 8 of the Plan.

"Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time-to-time and any successor provision to Rule 16b-3 under the Exchange Act.

"Stock Unit Award" shall mean an award of Common Stock or units granted under Section 9.

"Subsidiary" shall mean any now existing or hereafter organized or acquired corporation or other entity of which more than fifty percent (50%) of the issued and outstanding voting stock or other economic interest is owned or controlled directly or indirectly by the Company or through one or more Subsidiaries of the

Company and, in addition, shall include Alcatel Amtech S.A. for so long as the Company directly or indirectly owns more than forty percent (40%) of that company's issued and outstanding stock and WaveLink Technologies, Inc. for so long as the Company directly or indirectly owns or holds then exercisable rights to acquire more than twenty percent (20%) of that company's issued and outstanding stock.

Section 3. Administration

The Plan shall be administered by the Committee. The Committee shall have sole and complete authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to construe, interpret, and administer the terms and provisions of the Plan and the agreements thereunder. The determinations and interpretations made by the Committee are final and conclusive.

Section 4. Eligibility

All employees and non-employee consultants and advisors (other than members of the Committee), in each case, who, in the opinion of the Committee, in each case, have the capacity for contributing in a substantial measure to the successful performance of the Company are eligible to receive Awards under the Plan. In addition, External Directors are eligible to receive Awards of Options pursuant to Section 6(a)(4).

Section 5. Maximum Amount Available for Awards

(a) The maximum number of shares of Common Stock in respect of which Awards may be made under the Plan shall be a total of 1,000,000 shares of Common Stock. Of that amount, the maximum number of shares of Common Stock in respect of which Options may be granted under the Plan shall be 1,000,000 shares. In addition, no Participant may be granted Options for more than 400,000 shares of Common Stock in the aggregate during the term of the Plan. Shares of Common Stock may be made available from the authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. In the event that (i) an Option is terminated unexercised as to any shares of Common Stock covered thereby, or (ii) any Award in respect of shares is cancelled or forfeited for any reason under the Plan without the delivery of shares of Common Stock, such shares shall thereafter be again available for award pursuant to the Plan.

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(b) In the event that the Committee shall determine that any stock dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or other similar corporate event affects the Common Stock such that an adjustment is required in order to preserve the benefits or potential benefits intended to be made available under the Plan, then the Committee shall adjust appropriately any or all of (1) the number and kind of shares which thereafter may be awarded or optioned and sold under the Plan, (2) the number and kind of shares subject of Awards, and (3) the grant, exercise or conversion price with respect to any of the foregoing and/or, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Award; provided, however, that the number of shares subject to any Option or other Award shall always be a whole number.

Section 6. Stock Options

(a) Grant; Eligibility

(1) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom Options shall be granted, the number of shares to be covered by each Option, the option price therefor and the conditions and limitations applicable to the exercise of the Option.

(2) The Committee shall have the authority to grant Incentive Stock Options, or to grant Nonqualified Stock Options, or to grant both types of options. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with the Code and relevant regulations. Incentive Stock Options to purchase Common Stock may be

granted to such employees of the Company or its Subsidiaries (including any director who is also an employee of the Company or one of its Subsidiaries) as shall be determined by the Committee. Nonqualified Stock Options to purchase Common Stock may be granted to such Participants as shall be determined by the Committee. Neither the Company nor any of its Subsidiaries or any of their respective directors, officers or employees, shall be liable to any Optionee or other person if it is determined for any reason by the Internal Revenue Service or any court having jurisdiction that any Incentive Stock Option granted hereunder does not qualify for tax treatment as an Incentive Stock Option under the then applicable provisions of the Code.

(3) On the date an Internal Director is first appointed, or reappointed, as a Committee member by the Board of Directors: (1) an Internal Director/Chief Executive Officer shall automatically be granted nonqualified options to purchase 18,750 shares of Common Stock, an Internal Director/Vice President of Research and Development shall automatically be granted nonqualified options to purchase 12,500 shares of Common Stock, and an Internal Director/Other shall automatically be granted nonqualified options to purchase 1,250 shares of Common Stock; provided that, such automatic option grants shall only be made if the Company has consolidated net income for the calendar year immediately preceding the date of the appointment. Subsequently appointed Internal Director Committee Members, if any, shall receive option grants based upon the formula applicable to their Disinterested Director category if the duties and responsibilities of their category of position remain substantially the same as those for that position on the date of the adoption of this Plan. All options granted pursuant to this Subsection 6(a)(3) shall be fully vested at the date of grant. No option grants shall be made to an Internal Director under this Subsection in a calendar year when such Internal Director received an option grant under Section 4(b) of the Company's 1992 Stock Option Plan.

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(4) Subject to the provisions of this Subsection, on each date that a Qualifying External Director is re-elected to the Board of Directors, such Qualifying External Director shall be granted nonqualified options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Subsection 6(a)(4) shall vest six months from the date of grant. No option grants shall be made to a Qualifying External Director under this Subsection in a calendar year when such Qualifying External Director received a 2,500 share option grant under Section 4(c) of the Company's 1992 Stock Option Plan or under Section 6 of the Company's 1996 Directors' Stock Option Plan. No 2,500 share option grants shall be made under this Subsection (i) after December 31, 1998, to a Qualifying External Director that does not own at least 10,000 shares of the Common Stock, in the case of those directors serving on the Company's Board of Directors on December 14, 1995, or (ii) in the case of other Qualifying External Directors (i.e., those not described in clause (i)), after the third anniversary of their appointment or election to the Company's Board of Directors if they do not own at least 10,000 shares of the Common Stock by such third anniversary.

(5) To the extent necessary to comply with Rule 16b-3, Subsections 6(a)(3) and 6(a)(4) shall not be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended, or the rules promulgated thereunder.

(b) The Committee shall, in its discretion, establish the exercise price at the time each Option is granted, which in the case of Nonqualified Stock Options shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant, or in the case of grants of Incentive Stock Options, shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant or such greater amount as may be prescribed by the Code.

(c) Exercise

(1) Each Option shall be exercisable at such times and subject to such terms and conditions as the Committee may, in its sole discretion, specify in the applicable grant or thereafter; provided, however, that in no event may any Option granted hereunder be exercisable after the expiration of ten years from the date of grant. The Committee may impose such conditions with respect to the exercise of Options, including without

limitation, any relating to the application of federal or state securities laws, as it may deem necessary or advisable.

(2) No shares shall be delivered pursuant to any exercise of an Option until payment in full of the option price therefore is received by the Company. Such payment may be made in cash, or its equivalent, or, if and to the extent permitted by the Committee, by exchanging shares of Common Stock owned by the Optionee (which are not the subject of any pledge or other security interest), or by a combination of the foregoing, provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Common Stock so tendered to the Company, valued as of the date of such tender, is at least equal to such option price.

If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, as amended, any Option may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have

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otherwise complied with Section 220.3(e)(4) of Regulation T, 12 CFR Part 220, or any successor provision.

(3) The Company, in its sole discretion, may lend money to an Optionee, guarantee a loan to an Optionee or otherwise assist an Optionee to obtain the cash necessary to exercise all or any portion of an Option granted under the Plan.

(4) The Company shall not be required to issue any fractional shares upon the exercise of any Options granted under this Plan. No Optionee nor an Optionee's legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an option unless and until said option has been exercised and the purchase price of the shares in respect of which the option has been exercised has been paid. Unless otherwise provided in the agreement applicable thereto, an Option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the Option by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

(5) Any Common Stock issued to a person subject to the provisions of Section 16(b) of the Exchange Act, as interpreted by the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder, pursuant to the exercise of an Option granted under this Plan and intended to comply with the requirements of Rule 16b-3 shall not be transferred until at least 6 months have elapsed from the later of (i) the date of grant of such Option or (ii) the Plan Adoption Date to the date of disposition of the Common Stock underlying such option.

(d) No Incentive Stock Options granted pursuant to this Section 6 shall be exercisable (a) more than five years (or such other period of time as from time-to-time provided in the then applicable provisions of the Code governing Incentive Stock Options) after the Date of Grant with respect to an Optionee who owns 10-Percent or more of the outstanding Common Stock (within the meaning of the Code), and (b) more than ten years after the Date of Grant with respect to all other Optionees. No Nonqualified Stock Options shall be exercisable more than ten years after the Date of Grant.

Section 7. Performance Shares

(a) The Committee shall have sole and complete authority to determine the Employees who shall receive Performance Shares, the number of such shares for each Performance Cycle, the Performance Goals on which each Award shall be contingent, the duration of each Performance Cycle, and the value of each Performance Share. There may be more than one Performance Cycle in existence at any one time, and the duration of Performance Cycles may differ from each other.

(b) The Committee shall establish Performance Goals for each Cycle on

the basis of such criteria and to accomplish such objectives as the Committee may from time-to-time select. During any Cycle, the Committee may adjust the Performance Goals for such Cycle as it deems equitable in recognition of unusual or non-recurring events affecting the Company, changes in applicable tax laws or accounting principles, or such other factors as the Committee may determine.

(c) As soon as practicable after the end of a Performance Cycle, the Committee shall determine the number of Performance Shares that have been earned on the basis of performance in relation to the established Performance Goals. Payment Values of earned Performance Shares shall be distributed to the Participant or, if the Participant has died, to the Participant's Designated Beneficiary, as soon as practicable after the expiration of the Performance Cycle and the Committee's determination above. The

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Committee shall determine whether Payment Values are to be distributed in the form of cash or shares of Common Stock.

(d) In the sole and complete discretion of the Committee, an Award granted under this Section 7 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 8. Restricted Stock

(a) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom shares of Restricted Stock shall be granted, the number of shares of Restricted Stock to be granted to each Participant, the duration of the Restricted Period during which, and the conditions under which, the Restricted Stock may be forfeited to the Company, and the other terms and conditions of such awards. The Restricted Period may be shortened, lengthened or waived by the Committee at any time in its discretion with respect to one or more Participants or Awards outstanding, subject to the provisions of any applicable agreement.

(b) Shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, except as herein provided, during the Restricted Period. Certificates issued in respect of shares of Restricted Stock shall be registered in the name of the Participant and deposited by such Participant, together with a stock power endorsed in blank, with the Company. At the expiration of the Restricted Period, the Company shall deliver such certificates to the Participant or the Participant's legal representative, except to the extent such Restricted Stock have been forfeited to the Company under the terms and conditions of the Award. Payment, if any, for Restricted Stock Units shall be made to the Company in cash or shares of Common Stock, as determined at the sole discretion of the Committee.

(c) In the sole and complete discretion of the Committee, an Award granted under this Section 8 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 9. Other Stock Based Awards

(a) In addition to granting Options, Performance Shares, and Restricted Stock, the Committee shall have sole and complete authority to grant to Participants Stock Unit Awards that can be in the form of Common Stock or units (including restricted stock units), the value of which is based, in whole or in part, on the value of Common Stock. Subject to the provisions of the Plan, including Section 10(b) below, Stock Unit Awards shall be subject to such terms, restrictions, conditions, vesting requirements and payment rules (all of which are sometimes hereinafter collectively referred to as "rules") as the Committee may determine in its sole and complete discretion at the time of grant. The rules need not be identical for each Stock Unit Award.

(b) A Stock Unit Award may be granted subject to the following rules:

(1) Any shares of Common Stock that are part of a Stock Unit Award may not be assigned, sold, transferred, pledged or otherwise encumbered prior to the date on which the shares are issued or, if later, the date provided by the Committee at the time of grant of the Stock Unit Award.

(2) Stock Unit Awards may provide for the payment of cash

consideration by the person to whom such Award is granted or provide that the Award, and any Common Stock to be

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issued in connection therewith, if applicable, shall be delivered without the payment of cash consideration, provided that for any Common Stock to be purchased in connection with a Stock Unit Award the purchase price shall be at least 50% of the Fair Market Value of such Common Stock on the date such Award is granted.

(3) Stock Unit Awards may relate in whole or in part to certain performance criteria established by the Committee at the time of grant.

(4) Stock Unit Awards may provide for deferred payment schedules and/or vesting over a specified period of employment.

(5) In such circumstances as the Committee may deem advisable, the Committee may waive or otherwise remove, in whole or in part, any restriction or limitation to which a Stock Unit Award was made subject at the time of grant.

(c) In the sole and complete discretion of the Committee, an Award pursuant to this Section 9 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 10. General Provisions

(a) The Company and its Subsidiaries shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required by law to be withheld in respect of Awards under the Plan. In the case of payments of Awards in the form of Common Stock, the Employer may require the Participant to pay to the Employer the amount of any taxes required to be withheld with respect to such Common Stock. However, if permitted by the Committee or under the terms of the applicable agreement, the Participant may pay all or any portion of the taxes required to be withheld by the Employer or paid by the Participant with respect to such Common Stock by electing to have the Employer withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Participant must make the foregoing election on or before the date that the amount of tax to be withheld is determined ("Tax Date"). Any such election is irrevocable and subject to disapproval by the Committee. If the Participant is subject to the short-swing profits recapture provisions of Section 16(b) of the Exchange Act, then the applicable agreement shall not provide the Participant an election, or, if it does, any such election shall be subject to the restrictions imposed by Rule 16b-3.

(b) Each Award hereunder shall be evidenced in writing, delivered to the Participant, and shall specify the terms and conditions thereof and any rules applicable thereto, including but not limited to the effect on such Award of the death, retirement, disability or other termination of employment of the Participant and the effect thereon, if any, of a change in control of the Company.

(c) Unless otherwise provided in the agreement applicable thereto, no Award shall be assignable or transferable except by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code, and no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant.

(d) No person shall have any claim or right to be granted an Award. Further, the Company and its Subsidiaries expressly reserve the right at any time to dismiss a Participant free from any liability, or any claim under the Plan, except as provided herein or in any agreement entered into with respect to an Award. Neither the Plan nor any Award granted hereunder is intended to confer upon any Participant any rights

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with respect to continuance of employment or other utilization of his or her services by the Company or by a Subsidiary, nor to interfere in any way with his or her right or that of his or her employer to terminate his or her employment

or other services at any time (subject to the terms of any applicable contract). The conditions to apply to the exercise of an Award in the event an Participant ceases to be employed by the Company or a Subsidiary for any reason shall be determined by the Committee, and such conditions shall be specified in the written agreement evidencing the award.

(e) Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed under the Plan until he or she has become the holder thereof. Notwithstanding the foregoing, in connection with each grant of Restricted Stock or Stock Unit Award hereunder, the applicable Award shall specify if and to what extent the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Stock or Stock Unit Award.

(f) The validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of Texas (without giving effect to its conflicts of laws rules) and, to the extent applicable, federal law.

(g) Subject to the approval of the stockholders of the Company, the Plan shall be effective on April 21, 1995. No options or Awards may be granted under the Plan after April 20, 2005; however, all previous Awards made that have not expired under their original terms or will not then expire at the time the Plan expires will remain outstanding.

(h) Restrictions on Issuance of Shares

(1) The Company shall not be obligated to sell or issue any Shares upon the exercise or maturation of any Award granted under the Plan unless: (i) the shares pertaining to such Award have been registered under applicable federal and state securities laws or are exempt from such registration; (ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and (iii) in the event the Common Stock has been listed on any exchange, the shares pertaining to such Award have been duly listed on such exchange in accordance with the procedure specified therefor. The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares pertaining to any Award granted under the Plan. If the shares to be issued upon the exercise or maturation of any Award granted under the Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal and state securities laws, the recipient of the Award, if so requested by the Company, shall furnish to the Company such evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

(2) The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock pertaining to any Award granted under the Plan upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body.

(i) The Board of Directors or Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to this Plan as it deems desirable; any such restrictions shall be set forth in any agreement referenced in Section 10(b).

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(j) Except as provided in Section 6(a)(5) of the Plan, the Board of Directors may amend, abandon, suspend or terminate the Plan or any portion thereof at any time in such respects as it may deem advisable in its sole discretion, provided that no amendment shall be made without stockholder approval (including an increase in the maximum number of shares of Common Stock in respect of which Awards may be made under the Plan) if such stockholder approval is necessary to comply with any tax or regulatory requirement, including for these purposes any approval requirement that is a prerequisite for exemptive relief under Section 16(b) of the Act.

(k) In order to preserve a Participant's rights under an Award in the

event of a change in control of the Company, the Committee in its discretion may, at the time an Award is made or any time thereafter, take one or more of the following actions: (i) provide for the acceleration of any time period relating to the exercise of the Award, (ii) provide for the purchase of the Award upon the Participant's request for an amount of cash or other property that could have been received upon the exercise or realization of the Award had the Award been currently exercisable or payable, (iii) adjust the terms of the Award in a manner determined by the Committee to reflect the change in control, (iv) cause the Award to be assumed, or new rights substituted therefor, by another entity, or (v) make such other provision as the Committee may consider equitable and in the best interests of the Company.

AMENDED AND RESTATED as of November 18, 1998.

CUSTOMTRACKS CORPORATION

By: /s/ Ronald A. Woessner

Its: Vice President

CUSTOMTRACKS CORPORATION
1996 DIRECTORS' STOCK OPTION PLAN
(Amended and Restated as of November 1998)

Section 1. Purpose

The purpose of the CustomTracks Corporation 1996 Directors' Stock Option Plan (hereinafter called the "Plan") is to advance the interests of CustomTracks Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract, on its behalf, and retain non-employee directors of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Section 2. Definitions

"Adoption Date" shall mean December 14, 1995.

"Board of Directors" shall mean the Board of Directors of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Committee" shall mean a committee of the Board of Directors comprised of at least two directors. Members of the Committee shall be selected by the Board of Directors. To the extent necessary to comply with the requirements of Rule 16b-3, the Committee shall consist of two or more Disinterested Directors. Also, if the requirements of (S)162(m) of the Code are intended to be met, the Committee shall consist of two or more "outside directors" within the meaning of (S)162(m) of the Code.

"Common Stock" shall mean the Common Stock of the Company, par value \$.01 per share.

"Date of Grant" shall mean the date on which an Option is granted under the Plan.

"Designated Beneficiary" shall mean the beneficiary designated by the Participant, in a manner determined by the Committee, to receive amounts due the Participant in the event of the Participant's death. In the absence of an effective designation by the Participant, Designated Beneficiary shall mean the Participant's estate.

"Disinterested Director" shall mean a director who has not been, during the one year prior to service as an administrator of the Plan, granted or awarded an option pursuant to the Plan or any other plan of the Company or any of its affiliates (except for grants or awards pursuant to Section 6(a) of the Plan or as may be permitted by Rule 16b-3 promulgated under the Exchange Act).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"External Director" shall mean a Director of the Company who is not an employee of the Company or a subsidiary.

"Fair Market Value" shall mean the closing sales price (or average of the quoted closing bid and asked prices if there is no closing sales price reported) of the Common Stock on the date specified as reported by the Nasdaq Stock Market, or by the principal national stock exchange on which the Common

Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

"Option" shall mean a Stock Option granted pursuant to Section 6.

"Optionee" shall mean the person to whom an option is granted under the Plan or who has obtained the right to exercise an option in accordance with the provisions of the Plan.

"Participant" shall mean a person who receives an award of Options under the Plan.

"Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder with respect to ownership of the Common Stock.

"Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time-to-time and any successor provision to Rule 16b-3 under the Exchange Act.

Section 3. Administration

The Plan shall be administered by the Committee. The Committee shall have sole and complete authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to construe, interpret, and administer the terms and provisions of the Plan and the agreements thereunder. The determinations and interpretations made by the Committee are final and conclusive.

Section 4. Eligibility

All Qualifying External Directors shall be eligible to receive awards of Options under the Plan.

Section 5. Maximum Amount Available for Awards

Subject to the provisions of Section 9, the maximum number of shares of Common Stock in respect of which Options may be granted under the Plan shall be 225,000 shares of Common Stock. No Participant may be granted Options for more than 50,000 shares of Common Stock in the aggregate during the term of the Plan. Shares of Common Stock may be made available from authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. In the event that an Option is terminated unexercised as to any shares of Common Stock covered thereby, such shares shall thereafter be again available for award pursuant to the Plan.

Section 6. Stock Options

(a) During the term of the Plan, on the date that a Qualifying External Director is first appointed or elected to the Board of Directors after the Adoption Date, such director shall be granted nonqualified Options to purchase 25,000 shares of Common Stock. Each Qualifying External Director serving on the Board of Directors on the Adoption Date shall be granted nonqualified Options to purchase 22,500 shares of Common Stock, effective as of the Adoption Date. In addition, subject to the provisions of the last two sentences of this Subsection, on each subsequent date that a Qualifying External Director is re-

elected to the Board of Directors, such director shall be granted nonqualified Options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Subsection shall vest six months from the date of grant, subject to the provisions of Subsection 11(j). No 2,500 share Option grant shall be made to a Qualifying External Director under this Subsection in a calendar year when such director received an Option grant under Section 4(c) of the Company's 1992 Stock Option Plan or under Subsection 6(a)(4) of the Company's 1995 Long-Term Incentive Plan. No 2,500 share Option grant shall be made under this Subsection, (i) after December 31, 1998, to a Qualifying External Director who does not own at least 10,000 shares of the Common Stock (in the case of directors serving on the Board of Directors on the Adoption Date) or (ii) after the third anniversary of a director's initial appointment or election to the Board of Directors if such director does not own at least 10,000 shares of the Common Stock by such

third anniversary (in the case of all other Qualifying External Directors).

(b) All Options granted under the Plan prior to shareholder approval of the Plan shall be subject to the approval of the Plan by the shareholders of the Company.

(c) The exercise price for Options granted hereunder shall be 100% of the Fair Market Value of the Common Stock on the Date of Grant.

(d) Each Option shall be exercisable at such times and subject to such terms and conditions as specified in the applicable grant; provided, however, that in no event may any Option granted hereunder be exercisable after the expiration of ten years from the Date of Grant. The Committee may impose such conditions with respect to the exercise of Options, including without limitation, any relating to the application of federal or state securities laws, as it may deem necessary or advisable.

(e) No shares shall be delivered pursuant to any exercise of an Option until payment in full of the option price therefor is received by the Company. Such payment may be made in cash, or its equivalent, or, if and to the extent permitted by the Committee, by exchanging shares of Common Stock owned by the Optionee (which are not the subject of any pledge or other security interest), or by a combination of the foregoing, provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Common Stock so tendered to the Company, valued as of the date of such tender, is at least equal to such option price.

If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, any Option may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have otherwise complied with Section 220.3(e) (4) of Regulation T, 12 CFR Part 220, or any successor provision.

(f) The Company shall not be required to issue any fractional shares upon the exercise of any Options granted under the Plan. No Optionee or such Optionee's legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an Option unless and until said Option has been exercised and the purchase price of the shares in respect of which the Option has been exercised has been paid. Unless otherwise provided in the agreement applicable thereto, an Option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the Option by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

Section 7. Plan Amendments

To the extent necessary to comply with Rule 16b-3, Subsections 6(a) and 6(c) shall not be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended, or the rules promulgated thereunder. Except as provided in the immediately preceding sentence, the Board of Directors may amend, abandon, suspend or terminate the Plan or any portion thereof at any time in such respects as it may deem advisable in its sole discretion, provided that no amendment shall be made without shareholder approval if such approval is necessary to comply with any tax or regulatory requirement, including for these purposes any approval requirement that is a prerequisite for exemptive relief under Section 16(b) of the Exchange Act.

Section 8. Restrictions on Transfer of Common Stock

Without the Company's prior written consent, any Common Stock issued to a person subject to the provisions of Section 16(b) of the Exchange Act, as interpreted by the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder, pursuant to the exercise of an Option granted under the Plan and intended to comply with the requirements of Rule 16b-3 shall not be transferred until at least six months after the later of (i) the date of

grant of such Option or (ii) the date on which the Plan is approved by the Company's shareholders in accordance with Rule 16b-3.

Section 9. Adjustment to Shares

In the event that the Committee shall determine that any stock dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below Fair Market Value, or other similar corporate event affects the Common Stock such that an adjustment is required in order to preserve the benefits or potential benefits intended to be made available under the Plan, then the Committee shall adjust appropriately any or all of (i) the number and kind of shares which thereafter may be optioned under the Plan, (ii) the number and kind of shares subject of Options, and (iii) the exercise price with respect to any of the foregoing and/or, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Option; provided, however, that the number of shares subject to any Option shall always be a whole number.

Section 10. Effective Date

Subject to the approval of the shareholders of the Company, the Plan shall be effective as of the Adoption Date.

Section 11. General Provisions

(a) The Company shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required by law to be withheld in respect of Options under the Plan. However, if permitted by the Committee or under the terms of the applicable agreement, the Participant may pay all or any portion of the taxes required to be withheld by the Company by electing to have the Company withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Participant must make the foregoing election on or before the date that the amount of tax to be withheld is determined ("Tax Date"). Any such election is irrevocable and subject to disapproval by the Committee. If the Participant is subject to the short-swing profits recapture provisions of Section 16(b) of the Exchange

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Act, then the applicable agreement shall not provide the Participant an election option, or, if it does, any such election shall be subject to the restrictions imposed by Rule 16b-3.

(b) Each Option hereunder shall be evidenced in writing, delivered to the Participant, and shall specify the terms and conditions thereof and any rules applicable thereto, including but not limited to, the effect on such Option of the death, retirement, disability or other separation from directorship of the Participant and the effect thereon, if any, of a change in control of the Company.

(c) Unless otherwise provided in the agreement applicable thereto, no Option shall be assignable or transferable except by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code, and no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant.

(d) Neither the Plan nor any Option granted hereunder is intended to confer upon any Participant any rights with respect to continuance of the utilization of his or her services by the Company, nor to interfere in any way with his or her right or that of the Company to terminate his or her services at any time (subject to the terms of any applicable contract, law, regulation, and the articles and bylaws of the Company). The conditions to apply to the exercise of an Option in the event an Participant ceases to serve as a director of the Company for any reason shall be determined by the Committee, and such conditions shall be specified in the written agreement evidencing the award.

(e) Subject to the provisions of the applicable Option, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed under the Plan until he or she has become the holder thereof.

(f) The validity, construction, interpretation, administration and

effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of Texas (without giving effect to its conflicts of laws rules) and, to the extent applicable, federal law.

(g) No Options may be granted under the Plan after December 13, 2005; however, all previous Options granted that have not expired under their original terms or will not then expire at the time the Plan expires will remain outstanding.

(h) Restrictions on Issuance of Shares

(1) The Company shall not be obligated to issue any shares upon the exercise of any Option granted under the Plan unless: (i) the shares pertaining to such Option have been registered under applicable securities laws or are exempt from such registration; (ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and (iii) in the event the Common Stock has been listed on any exchange, the shares pertaining to such Option have been duly listed on such exchange in accordance with the procedure specified therefor. The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares pertaining to any Option granted under the Plan. If the shares to be issued upon the exercise of any Option granted under the Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal and state securities laws, the recipient of the Option, if so requested by the Company, shall furnish to the Company such evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

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(2) The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock pertaining to any Option granted under the Plan upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body.

(i) The Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to the Plan as it deems desirable; any such restrictions shall be set forth in the agreement applicable thereto.

(j) The vesting of all Options granted hereunder shall automatically accelerate upon a "change in control" of the Company.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed on its behalf as of the 18th day of November, 1998.

CUSTOMTRACKS CORPORATION

By: /s/ Ronald A. Woessner

Title: Vice President

Date: November 18, 1998

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SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement"), dated November 4, 1996, is entered into between Amtech Corporation, a Texas corporation, with its principal executive offices in Dallas, Texas (the "Company"), and Ronald A. Woessner, an individual currently residing in Coppell, Texas, who is currently employed as Vice President and General Counsel of the Company ("Employee").

Recitals

A. The Company and Employee have entered into an Employment Agreement, dated October 19, 1994, as amended (the "Employment Agreement"), which expires on the date specified in Section 2 thereof (the "Expiration Date").

B. In lieu of extending the term of the Employment Agreement or entering into a new employment agreement, the Company and Employee desire to enter into this Severance Agreement, which will supplement the Employment Agreement until the Expiration Date and thereafter survive it.

C. In consideration of the Company's agreements herein, Employee is willing to continue working for the Company or an Affiliate, as applicable, on an "at-will" basis after the Expiration Date.

Terms and Conditions

In consideration of the recitals and the agreements herein and other good and valuable consideration, the parties agree as follows:

1. Definitions.

1.1 An "Acquiring Person" shall mean any person (including any "person" as such term is used in Sections 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that, together with all Affiliates and Associates of such person, is the beneficial owner of 10% or more of the outstanding Common Stock. The term "Acquiring Person" shall not include the Company, any subsidiary of the Company, any employee benefit plan of the Company or subsidiary of the Company, or any person to the extent such person is holding Common Stock for or pursuant to the terms of any such plan. For the purposes of this Agreement, a person who becomes an Acquiring Person by acquiring beneficial ownership of 10% or more of the Common Stock at any time after the date of this Agreement shall continue to be an Acquiring Person whether or not such person continues to be the beneficial owner of 10% or more of the outstanding Common Stock.

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1.2 "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act in effect on the date of this Agreement.

1.3 The Company and its Affiliates shall have "Cause" to terminate Employee's employment upon (1) the willful and continued failure by Employee to substantially perform Employee's employment duties (other than any such failure resulting from Employee's incapacity due to physical or mental illness), after written demand for substantial performance is delivered by the Company or an Affiliate, as applicable, that specifically identifies the manner in which the Company or the Affiliate, as applicable, believes Employee has not substantially

performed Employee's duties; or (2) the willful engaging by Employee in misconduct that is materially injurious to the Company or employing Affiliate, as applicable; or (3) the conviction of Employee of any felony or crime of moral turpitude; or (4) Employee attains the mandatory retirement age specified in any applicable retirement plan of the Company or any successor-in-interest (but for purposes of this clause (4), any such mandatory retirement age shall not be less than age 65). For purposes of this definition no act, or failure to act, on Employee's part shall be considered "willful" unless done, or omitted to be done, by Employee not in good faith and without reasonable belief that Employee's action or omission was in the best interest of the Company or the applicable Affiliate(s), or both, as applicable. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause without the following procedures having been adhered to: (a) reasonable written notice to Employee, setting forth the reasons for the Company's or the Affiliate's intention to terminate for Cause; (b) an opportunity for Employee, together with Employee's counsel, to be heard before the Amtech Corporation Board of Directors; and (c) delivery to Employee of a written Notice of Termination finding that, in the good faith opinion of the Amtech Corporation Board of Directors, Employee was guilty of conduct set forth above in clause (1), (2) or (3) above, and specifying the particulars thereof in detail.

1.4 "Change in Control" shall mean the occurrence of any of the following events:

(i) The Company is merged, consolidated or reorganized into or with another corporation or other legal person, other than an Affiliate, and as a result of such merger, consolidation or reorganization less than 51% of the combined voting power to elect each class of directors of the then outstanding securities of the remaining corporation or legal person or its ultimate parent immediately after such transaction is owned, directly or indirectly, in the aggregate by persons who were shareholders, directly or

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indirectly, of the Company immediately prior to such merger, consolidation, or reorganization;

(ii) The Company sells all or substantially all of its assets to any other corporation or other legal person, other than an Affiliate, and as a result of such sale less than 51% of the combined voting power to elect each class of directors of the then outstanding securities of such corporation or legal person or its ultimate parent immediately after such transaction is owned, directly or indirectly, in the aggregate by persons who were shareholders, directly or indirectly, of the Company immediately prior to such sale;

(iii) Any Acquiring Person has become the beneficial owner (as the term "beneficial owner" is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) of securities which when added to any securities already owned by such person would represent in the aggregate 50% or more of the then outstanding securities of the Company which are entitled to vote to elect any class of directors;

(iv) If at any time, the Continuing Directors then serving on the Board of Directors of the Company cease for any reason to constitute at least a majority thereof; or

(v) Any occurrence that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A or any successor rule or regulation promulgated under the Exchange Act.

1.5 "Change in Control Payments" shall mean two times the higher of (i) Employee's annual base salary in effect on the date of the Change in Control or (ii) Employee's annual base salary in effect on the date of the Employee's separation from employment following the Change in Control.

1.6 A "Continuing Director" shall mean a director of the Company who (i) is not an Acquiring Person or an Affiliate or Associate thereof, or a representative of an Acquiring Person or nominated for election by an Acquiring Person, and (ii) was either a member of the Board of Directors of the Company on the date of this Agreement or subsequently became a director of the Company and whose initial election or initial nomination for election by the Company's shareholders was approved by a majority of the Continuing Directors then on the

Board of Directors of the Company.

1.7 "Disability" shall mean any medically determinable physical or mental impairment that can reasonably be expected to prevent Employee from performing substantially all of Employee's customary employment duties for at least six months.

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1.8 "Good Reason" shall mean the occurrence of any of the following events:

(a) any material diminution in Employee's title and duties that has not been cured within thirty days after notice of such noncompliance has been given (within 30 days of the alleged material diminution) by Employee to the Company or the employing Affiliate, as applicable. A change in title or duties will not be considered to be a "material diminution" in title or duties if, after such change, Employee is an officer of the Company; Employee's reporting relationship does not change or Employee reports to the Company's Chief Executive Officer or Chief Operating Officer; and a substantial portion of Employee's duties are in Employee's field of professional training or experience.

(b) a reduction of more than 10% in Employee's base salary (with the 10% being cumulative over the term of Employee's employment, but any percentage reduction that is actually made is made against the Employee's then current base salary).

EXAMPLE: assume Employee's base salary is \$100,000. The Company or Affiliate, as applicable, is permitted to reduce Employee's base salary by up to 10% (\$10,000) without giving Employee "Good Reason" to terminate employment. Any further salary reductions would constitute "Good Reason" to terminate employment.

EXAMPLE: assume Employee's base salary is \$100,000. Assume the Company or Affiliate, as applicable, reduces Employee's base salary by 8% (\$8,000). Then, assume Employee's base salary is subsequently increased to \$120,000. The Company or Affiliate is entitled to reduce the \$120,000 salary by up to 2% (\$2,400) without giving Employee "Good Reason" to terminate employment. Any further salary reductions would constitute "Good Reason" to terminate employment.

(c) any purported termination for Cause of Employee's employment that is not effected pursuant to the procedural requirements of Subsection 1.3.

(d) the location of Employee's place of employment is moved more than 50 miles from its current location.

(e) Employee becomes the subject of a Disability.

1.9 "Notice of Termination" shall mean a notice that shall indicate the specific reasons for termination and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment.

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1.10 "Person" shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an incorporated organization or a government or political subdivision thereof.

1.11 "Severance Payment" shall mean an amount equal to three months of Employee's then-current monthly base salary for those Employees whose aggregate period of employment with the Company or an Affiliate is a year or less. For other Employees, the "Severance Payment" shall be an amount determined according to the following formula:

$$M = 3 + [(Y-1) \times 2]$$

M = the number of months of Employee's then-current monthly base salary that the Company is required to pay to Employee as severance pay; provided that, in no event shall the value of M exceed 18; provided further that,

from and after the Expiration Date if the event giving rise to the Severance Payment occurs on or before the 180th day following a Change in Control (with the day immediately following the day of the occurrence of the Change in Control being day "1"), then the amount of the Severance Payment shall be the greater of (i) the amount provided for under the formula above or (ii) the amount provided for in Section 3 (as if Employee had resigned from employment pursuant to Section 3); and provided further that, if either of the events specified in Section 2(a) or 2(b) occurs prior to the Expiration Date, then M shall be reduced by the number of whole months of Employee's then-current monthly base salary, if any, that the Company is required to pay to Employee under the Employment Agreement.

Y = number of years or partial years that Employee has been employed by the Company or an Affiliate. For purpose of calculating "Y" with respect to employment with an Affiliate of the Company only the years or partial years during which the Affiliate was an "Affiliate" will be counted.

EXAMPLE: Assume Employee has been employed by the Company or an Affiliate for an aggregate of 3-1/2 years. Then,

$$\begin{aligned} M &= 3 + [(4-1) \times 2]; \\ M &= 3 + [3 \times 2]; \\ M &= 3 + 6 \\ M &= 9 \end{aligned}$$

Thus, Employee would be entitled to receive 9 months of the Employee's then-current monthly base salary as a Severance Payment.

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2. Severance Payment. From and after the date hereof, upon the occurrence of either of the following events, and subject to receiving a release reasonably satisfactory to the Company relating to employment matters, the Company will pay to Employee the Severance Payment:

(a) Employee's employment with the Company and its Affiliates is terminated by the Company or the employing Affiliate, as applicable, other than for Cause; or

(b) Employee has Good Reason to terminate employment and actually does so.

To terminate Employee's employment other than for Cause pursuant to 2(a), the Company or the employing Affiliate, as applicable, shall give Employee written notice of such termination. Such notice shall be effective 90 days following the Employee's receipt thereof.

3. Change in Control Payment. From and after the Expiration Date, if Employee resigns from employment with the Company and its Affiliates on or before the 180th day following a Change in Control (with the day immediately following the day of the occurrence of the Change in Control being day "1"), the Company shall pay to Employee the Change in Control Payment.

4. Mode of Payment. The Severance Payment and the Change in Control Payment shall be paid in a lump sum (less applicable withholdings for taxes and other withholdings required by applicable law) contemporaneously with the occurrence of the applicable event. The Company's obligation to pay the Severance Payment and the Change in Control Payment is absolute, and such payments shall not be mitigated or offset by virtue of Employee obtaining new employment or failing to seek new employment.

5. Confidential Information. Employee recognizes and acknowledges that Employee will have access to confidential information of the Company and its Affiliates, including, without limitation, customer information, lists of suppliers and costs, information concerning the business and operations of the Company and its Affiliates and proprietary data, information, concepts and ideas (whether or not patentable or copyrightable) relating to the business of the Company and its Affiliates. Employee agrees not to disclose such confidential information (except as may be necessary in the performance of Employee's duties) to any Person and not to use such confidential information (other than for the conduct of the business of the Company and its Affiliates), either during the duration of Employee's employment or within the three years immediately following Employee's termination of employment, unless Employee has received the written consent of the Company and its Affiliates, as applicable, or unless such

confidential information becomes public knowledge through no wrongful act of

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Employee. Upon termination of Employee's employment for any reason, Employee shall promptly deliver to the Company all drawings, manuals, letters, notebooks, customer lists, documents, records, equipment, files, computer disks or tapes, reports or any other materials relating to the business of the Company or any of its Affiliates (and all copies) which are in Employee's possession or under Employee's control. Additionally, the parties acknowledge that Employee has previously executed an Assignment of Inventions and Confidential Information Agreement, signed April 4, 1992, which shall survive Employee's separation from employment in accordance with its terms.

6. Noncompetition. Employee agrees and covenants:

(a) For a period (the "Non-Competition Term") of 12 months after Employee ceases to be employed by the Company or an Affiliate, as the case may be, Employee will not compete directly or indirectly with the Company or its Affiliates in the Designated Geographical Area in any business or businesses conducted by the Company and its Affiliates and in connection therewith will not furnish advice to, solicit or do business with any past or current customer of the Company or an Affiliate involving such business or businesses. For purposes of this Section 6, "Competition" shall include, without limitation, any engagement in any business whether as proprietor, partner, joint venturer, employee, agent, officer or holder of more than five percent (5%) of any class of equity ownership of a business enterprise, which is competitive with any business or businesses conducted by the Company or an Affiliate.

(b) For purposes of this Section 6, "Designated Geographical Area" shall mean and include the United States and any foreign jurisdiction in which the Company or an Affiliate is actively conducting business, directly or indirectly, at the time Employee ceases to be employed by the Company or an Affiliate.

(c) The non-competition covenant of Employee contained in this Section 6 (the "non-competition covenant") shall be construed as an agreement independent of any other provision of this Agreement and the existence of any claim or cause of action of Employee against the Company or any Affiliate, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company or an Affiliate of the non-competition covenant. The Company and its Affiliates shall be entitled to seek equitable relief to enforce the non-competition covenant.

(d) Although the Company and Employee have in good faith used their best efforts to make the non-competition covenant reasonable in both geographic area and in duration,

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and it is not anticipated, nor is it intended, by either party to this Agreement that any court of competent jurisdiction will find it necessary to reform the non-competition covenant to make it reasonable in both geographic area and in duration, or otherwise, the Company and Employee understand and agree that if a court of competent jurisdiction determines it necessary to reform the non-competition covenant in order to make it reasonable in either geographic area or duration, or otherwise, damages, if any, for a breach of the non-competition covenant, as so reformed, will be deemed to accrue to the Company or an Affiliate as and from the date of such a breach only insofar as the damages for such breach related to an action which accrued within the scope of the geographic area and duration as so reformed.

7. Dispute Resolution. Employee and the Company agree to the alternate dispute resolution provisions contained in Exhibit A attached hereto. Specifically, if a dispute arises between the parties as to whether or not Employee has "Good Reason" to terminate employment, Employee is not required to resign from employment with the Company or an Affiliate, as applicable, to "perfect" Employee's right to make a claim for the Severance Payment, although Employee may resign from employment if Employee chooses. Such disputes shall be resolved in accordance with the provisions of Exhibit A. If the dispute is resolved in Employee's favor and it is determined that Employee has "Good

Reason" to terminate employment, then Employee will be required to terminate employment and provide the required release in order to collect the Severance Payment.

8. General.

8.1 The Employment Agreement shall continue to be effective in accordance with its terms until the Expiration Date; until such Expiration Date the provisions of this Agreement supplement the Employment Agreement, and until the Expiration Date in the event of a conflict between this Agreement and the Employment Agreement, the Employment Agreement shall govern. From and after the Expiration Date, the provisions of Sections 5, 6, and 7 of this Agreement shall supersede the analogous provisions in the Employment Agreement.

8.2 Except for the Employment Agreement, this Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be amended only by an instrument in writing executed by both parties.

8.3 This Agreement will be binding upon and inure to the benefit of the parties hereto and any successors in interest to the Company following a Change in Control.

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8.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas (excluding its conflict of laws rules).

8.5 This Agreement may be executed in a number of identical counterparts, each of which constitute collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

AMTECH CORPORATION

By: /s/ G. Russell Mortenson

G. Russell Mortenson,
President & Chief
Executive Officer

EMPLOYEE:

/s/Ronald A. Woessner

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EXHIBIT A

ALTERNATIVE DISPUTE RESOLUTION

A. Except as otherwise provided in this Exhibit A, Amtech Corporation, or its employing subsidiary, as applicable (individually and collectively, the "Company"), and the Employee consent and agree to the resolution, in the manner provided for in this Exhibit A, of all claims or controversies brought by the Employee ("Claims") for which a court otherwise would be authorized by law to grant relief, in any way arising out of, relating to, or associated with (1) the Employee's employment or termination from employment with the Company or any adverse employment action by the Company, or (2) any other claims the Employee may have against the Company, any benefit plans of the Company or any fiduciaries, administrators, and affiliates of any benefit plan, or any of the Company's officers, directors, employees, or agents in their capacity as such, or (3) any issue concerning the formation, applicability, interpretation, or enforceability of this Exhibit A.

The Employee acknowledges that the Claims intended to be covered by this Exhibit A include (but are not limited to) claims or controversies under or relating to the Employee's severance agreement (of which this Exhibit A is a part); any federal, state, or local constitution, law, or regulation prohibiting discrimination, harassment, or discharge; an alleged or actual contract; any Company policy or benefit; entitlement to wages or other compensation; and, any claim for personal, emotional, physical, economic, or other injury.

B. The only Claims otherwise within the definition of Claims that are not covered by this Exhibit A are: (1) any administrative actions that the Employee is permitted to pursue under applicable law that are not precluded by virtue of the Employee having entered into this Exhibit A; (2) any Claim by the Employee for workers' compensation benefits or unemployment compensation benefits; or (3) any Claim by the Employee for benefits under a Company pension or benefit plan that provides its own non-judicial dispute resolution procedure.

C. The Employee waives any right to assert a Claim, unless he or she gives written notice of any Claim to Amtech Corporation by the earlier of (1) the date that is one year after the day the Employee first has knowledge of the event giving rise to the Claim or (2) the date upon which the applicable statute of limitations expires.

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D. Within 20 days of receipt of the notice of a Claim, THE COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO SUBMIT ANY CLAIMS TO BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS EXHIBIT A. If the Company elects not to submit a Claim to binding arbitration, then the Employee may initiate or otherwise pursue the Claim by legal proceedings other than binding arbitration (e.g., a lawsuit), except that IF THE EMPLOYEE INITIATES A LAWSUIT, HE OR SHE HEREBY WAIVES THE RIGHT TO REQUEST OR OBTAIN A JURY TRIAL WITH RESPECT TO ANY SUCH CLAIMS. The Employee agrees that if he or she initiates litigation in violation of this Exhibit A, he or she will incur liability to the person(s) sued, including the obligation to pay their legal fees and expenses. The sole and exclusive venue of any lawsuit initiated by the Employee relating to any Claims shall be Dallas County, Texas.

E. The arbitration will be conducted in accordance with the provisions of this Exhibit A and the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA") in effect at the time the written notice of the Claim is received. An arbitrator shall be selected in the manner provided for in the Employment Dispute Resolution Rules of the AAA, except that the parties agree that the arbitrator shall (1) be an attorney licensed in the state where the arbitration is being conducted and (2) have expertise in the area of employment law. The arbitration will be held in Dallas County, Texas.

F. Each party shall have the right to take one deposition of the other party and any expert witness or other witness designated by the other party. Additional deposition discovery may be taken only if the arbitrator so orders, upon a showing of substantial need. The Employee understands that by agreeing to submit Claims to arbitration he or she gives up the right to seek a trial by court or jury and the right to an appeal from any errors of the court and forgoes any and all related rights he or she may otherwise have under federal and state laws.

G. In the event any provision of this Exhibit A is found by an arbitrator or court to be unenforceable, in whole or in part, the remaining provisions of this Exhibit A shall nevertheless remain enforceable and the unenforceable provisions shall, to the extent permitted under applicable law, be modified so as to be enforceable to the maximum extent possible under applicable law.

H. EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS EXHIBIT A; THAT HE OR SHE UNDERSTANDS ITS TERMS; THAT ALL UNDERSTANDINGS BETWEEN THE EMPLOYEE AND THE COMPANY RELATING TO THE SUBJECTS COVERED IN THIS EXHIBIT A ARE CONTAINED IN THIS EXHIBIT A; AND, THAT HE OR SHE HAS ENTERED INTO THIS EXHIBIT A VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS EXHIBIT A ITSELF OR THE EMPLOYMENT AGREEMENT (TO WHICH THIS EXHIBIT A IS A PART).

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SUBLEASE AGREEMENT
BETWEEN
FIDELITY CORPORATE REAL ESTATE, LLC, TENANT/SUBLESSOR
AND CUSTOMTRACKS OPERATING CORPORATION, SUBLESSEE

1. PARTIES

This Sublease ("Sublease") is entered into this 12th day of February, 1999 by and between Fidelity Corporate Real Estate, LLC, as successor in interest to Fidelity Properties, Inc. ("Tenant/Sublessor"), having an address at 7 Water Street, Boston, Massachusetts 02109, and CustomTracks Operating Corporation, a Delaware corporation ("Sublessee"), having an address at One Galleria Tower, 13355 Noel Road, Suite 1555, Dallas, Texas 75240-6604, under the lease dated February 8, 1994, as amended, entered into by The Southland Corporation, as landlord ("Landlord"), and Fidelity Properties, Inc., as Tenant, a copy of said lease with any Amendments thereto being attached hereto and designated as Exhibit A and hereinafter called the "Lease".

2. PROVISIONS CONSTITUTING SUBLEASE

This Sublease is subject to all of the terms and conditions of the Lease in Exhibit A, and Sublessee assumes and agrees to perform the obligations of Tenant in said Lease, to the extent, but only to the extent, said terms and conditions are applicable to the Sublease Premises (as hereinafter defined) subleased pursuant to this Sublease. All of the terms and conditions of the Lease in Exhibit A are incorporated herein as terms and conditions of this Sublease (except as otherwise provided herein, with each reference therein as modified in this Sublease Agreement to Landlord and Tenant to be deemed to refer to Tenant/Sublessor and Sublessee) and along with all of the following paragraphs set out in this Sublease, shall be the complete terms and conditions of this Sublease. In the event of the termination of Tenant/Sublessor's interest as Tenant under the Lease for any reason this Sublease shall terminate simultaneously therewith. Sublessee shall not commit or permit to be committed on the Sublease Premises any act or omission which shall violate any term or condition of the Lease. Tenant/Sublessor hereby covenants and agrees that it shall at all times satisfy and comply with all of the terms and provisions of the Lease.

3. PREMISES

Tenant/Sublessor subleases to Sublessee and Sublessee subleases from Tenant/Sublessor, the Sublease Premises described as a portion of the 23rd floor consisting of approximately 29,131 rentable square feet (the "Sublease Premises"), as shown on Exhibit B attached hereto, in the building known as Cityplace Center (the "Building") located at 2711 N. Haskell, Dallas, Dallas County, Texas, which constitutes a portion of the Premises covered by the Lease. Sublessee shall also be entitled to Tenant/Sublessor's non-exclusive rights to the use of eighty-seven (87) covered parking spaces in the parking garage of the Building previously allotted to Tenant/Sublessor, at no additional charge, and to the use of the cafeteria and conference facilities in the Building, but only to the extent Tenant/Sublessor is entitled to the use of the same pursuant to Section 4.15 of the Lease.

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4. TERM

The term (the "Term") of this Sublease shall commence on the earlier to occur of (i) the date on which Sublessee commences its business operations in the Sublease Premises (other than for construction and moving in) and (ii) May 1, 1999 (the "Commencement Date") and terminate on September 30, 2004 (the "Expiration Date"), unless sooner terminated as hereinafter provided.

Notwithstanding the foregoing, Sublessee shall be given exclusive possession of the Sublease Premises on the Effective Date for the purpose of constructing leasehold improvements in the Sublease Premises. Such occupancy by Sublessee prior to the Commencement Date shall be subject to all the terms and conditions of this Sublease (other than the payment of Base Rental or Expense Rent, the obligation for payment of which shall commence on the

Commencement Date).

5. BASE RENTAL

Commencing as of the Commencement Date, Sublessee shall pay to Tenant/Sublessor without deduction, set-off, prior notice or demand, as "Base Rental", in advance on the first (1st) day of each month in lawful money of the United States of America and continuing through the Expiration Date, the annual sum of \$466,098.08 (i.e., \$16.00 per rentable square foot) in equal monthly amounts of \$38,841.34 per month. Monthly rental for my partial month shall be prorated on a daily basis. Rent shall be paid to Tenant/Sublessor at 7 Water Street, Boston, MA 02109, or at such other place or places as Tenant/Sublessor may from time to time direct. Upon the execution of this Sublease by the Sublessee, Tenant shall pay and deliver the first month's rent with the Sublease.

6. BASE RENTAL ADJUSTMENTS

Sublessee shall pay its pro rata share of Expenses, as defined in Section 3.7 of the Lease, in excess of the Expenses for calendar year 1999 (which Expenses for calendar year 1999 shall be grossed up to reflect full occupancy), such amounts to be paid to Sublessor by the date Expense Rent is due under Section 3.2 of the Lease, as amended. To the extent Landlord has provided Tenant/Sublessor with such information, Sublessor shall provide Sublessee with reasonable documentation of such Expenses. Sublessee's pro rata share, for purposes of this Paragraph 6 and Paragraph 7 of this Sublease, shall be a fraction the numerator of which is the number of rentable square feet of the Sublease Premises and the denominator of which is the number of rentable square feet of the Premises covered by the Lease. If Sublessor receives a refund of Expense Rent from Landlord, Sublessor shall promptly pay Sublessee its proportionate share of such refund insofar as such refund relates to the Sublease Premises. Controllable Expenses shall be subject to the cap set forth in Section 3.2 of the Lease, as amended.

7. ELECTRICITY

Commencing, as of the Effective Date and continuing for the Term, the Sublessee shall pay its pro rata share of electrical charges payable by Sublessor pursuant to Section 3.3 of the Lease, such amounts to be paid to Sublessor by the date they are due under the Lease. To the extent landlord provides Tenant/Sublessor with the same, Sublessor shall provide Sublessee with reasonable back-up documentation of the amount due.

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8. HEATING AND AIR-CONDITIONING

The Sublessee shall reimburse Sublessor for any after hours charge by the Landlord to the Sublessor for after hours heat and air-conditioning used by the Sublessee in the Sublease Premises. The charge to the Sublessee shall be equal in amount to the actual amount charged to the Sublessor by the Landlord for such after hours heat and air-conditioning, plus Sublessor's actual administrative fee incurred in connection with such request by Sublessee, and the same shall be due and payable by the Sublessee to the Sublessor within ten (10) days of receipt of the invoice for the same.

9. LEASEHOLD IMPROVEMENTS

Sublessor agrees to pay Sublessee an allowance of up to \$6.00 per rentable square foot for demolition, construction (including taxes thereon), space planning, and design and document fees, payment to be made within thirty (30) days of Sublessor receiving the evidence and other documentation specified in Section 4.2(d) of Addendum No. 1 of the Lease, but in any event no earlier than the Commencement Date.

The Sublease Premises are being delivered to the Sublessee on an "as is, where is" basis (excluding carpeting and doors which are currently installed therein). Sublessee improvements will be the sole cost of the Sublessee, except as provided in the preceding paragraph, and subject to the approval of the Sublessor and any approvals required by the Lease. As part of the Sublessee's improvements, Sublessee shall, at its sole cost and expense, install a separate electric meter to measure Sublessee's consumption of electricity in the Sublease Premises.

10. INSURANCE

Sublessee, regarding this Sublease, shall comply with Article VI - Risk Management of the Lease except that the Sublessee shall name the Sublessor in the Sublessee's insurance policies where Article VI provides that the Sublessor is to name the Landlord.

11. SERVICE TO BE FURNISHED BY LANDLORD

Sublessee shall be entitled to the services to which Tenant/Sublessor is entitled under Section 4.2 of the Lease insofar as they relate to the Sublease Premises. Sublessor shall use reasonable efforts to cause the Landlord to perform all of its obligations under the lease referred to in Exhibit A for the benefit of Sublessee insofar as they relate to the Sublease Premises. Should the Landlord fail to perform its obligations and said failure affects the Sublessee, Sublessee shall give notice to Sublessor of said failure. Should such failure continue ten (10) days after the date of notice and the Landlord has not cured said failure or commenced to cure said failure, Sublessee may without the consent of the Sublessor contact Landlord regarding said failure. If Tenant/Sublessor receives a rental abatement pursuant to the last paragraph of Section 4.2 of the Lease, then insofar as such abatement relates to the Sublease Premises, the Sublessee shall be entitled to a proportionate abatement of rent hereunder.

Notwithstanding anything to the contrary contained herein, the parties' obligations hereunder are expressly conditioned on obtaining Landlord's written consent to the subletting of the Premises on the terms and conditions contained in this Sublease. Tenant/Sublessor shall furnish Landlord with a

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Consent to Sublease in the form attached as Exhibit C. This consent shall apply only to this Sublease and shall not be deemed to be a consent to any other Sublease.

The consent of the Landlord in the form required herein shall be a condition precedent to the performance of the parties under this Sublease. If such consent is not obtained within thirty (30) days after the date this Sublease is executed by both Sublessee and Sublessor, the parties shall have no further obligations under this Sublease. The term "Effective Date" as used herein shall mean the later to occur of (i) the date on which Sublessor and Sublessee have executed this Sublease, and (ii) the date on which Landlord has given its written consent to this Sublease.

12. INDEMNITY

Sublessee shall perform and observe the terms and conditions to be performed on the part of Tenant under the Lease with respect to the Sublease Premises, except for the payment of rent and other charges, and shall indemnify Tenant and Landlord against all claims, damages, costs and expenses arising out of Sublessee's failure to perform any such terms or conditions, subject however to all of the terms and conditions of this Sublease, provided, however, that Sublessee shall be relieved of any obligation to indemnify Tenant or Landlord to the extent of insurance proceeds actually received by them.

13. REMEDIES

If Sublessee shall default hereunder and not cure within the times permitted for cure under the Lease, Tenant/Sublessor shall have all remedies against Sublessee provided to Landlord under the Lease. If Sublessor shall default hereunder and not cure within the times permitted for cure under the Lease, Sublessee shall have all remedies against Sublessor provided to Tenant under the Lease.

14. NOTICES

Notices required or desired to be given hereunder shall be in writing and given either upon personal delivery or by nationally recognized overnight courier, or by United States mail, certified mail, return receipt requested, addressed to the parties at the addresses set forth above. Notices deposited in the mail or otherwise given in the manner described above shall be effective on receipt. Any party may change its address for notice by giving notice in the manner hereinabove provided.

15. SIGNAGE

The cost of signage shall be the sole cost of the Sublessee and the approval of the same shall be at the sole consent of the Sublessor which consent shall not be unreasonably withheld or delayed. At the expiration of this Sublease, Sublessee, at its expense shall remove the sign and repair the damage, if any.

16. BROKERS

Sublessee shall defend, indemnify and hold Landlord and Tenant/Sublessor harmless from all damages, judgments, liabilities and expenses (including attorney's fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt, other than Cawley International and the Staubach Company, whose commission, if any, shall be the responsibility of Tenant/Sublessor, for any commission or fee alleged to be due in connection with its participation in

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the procurement of Sublessee or the negotiation with Sublessee of this Sublease, other than a broker with whom either Landlord or Tenant/Sublessor has signed a written agreement relating to this Sublease.

17. NONAPPLICABILITY OF PROVISIONS

It is expressly understood by and acknowledged by Sublessee, that Sublessee shall have no rights under Section 2.6 "Cancellation Option", Section 3.9 "Atrium Refurbishment and Allowance," Section 3.10 "Refurbishment Allowance" and Section 4.5(a) regarding a monument sign, Section 4.10 "Roof Rights", Section 4.11, Section 4.12 "Emergency Backup", Section 4.2 "Construction Allowance" (except for subparagraphs (b) and (d) of said Section 4.2), and Article VI "Other Allowances" in Addendum No. 1 "Work Letter", Addendum No. 3 "Options to Extend", Addendum No. 4 "Expansion Options", and Addendum No. 5 "Right of First Offer" of the Lease. Sublessee expressly understands and agrees that any rights of expansion, rights to extend or renew, rights to tenant allowance (except as contained in Paragraph 9 of this Sublease), and rights to rent credits and rent abatement are not applicable to Sublessee.

18. ASSIGNMENT AND SUBLET

Sublessee shall have no rights to assign or sublease all or part of the Sublease Premises without the prior approval of Landlord and Tenant/Sublessor, which in the case of Tenant/Sublessor shall be subject to the terms and conditions of the Lease. For the purposes of this paragraph 20, the term "part" in the preceding sentence shall mean consisting of no less than fifty percent (50%) of the rentable square footage of the Sublease Premises, of this paragraph 20, the term "part" in the preceding sentence shall mean consisting of no less than fifty percent (50%) of the rentable square footage of the Sublease Premises, Sublessee hereby acknowledging that it shall have no rights whatsoever to sublease less than 50% of the Sublease Premises in any one instance.

In the event Sublessee desires to assign this Sublease or sublet any portion or all of the Sublease Premises, Sublessee shall notify Tenant/Sublandlord in writing of Sublessee's intent to so assign this Sublease or sublet the Sublease Premises and the proposed effective date of such subletting or assignment, and shall request in such notification that Landlord and Sublessor consent thereto. Except in the event of an assignment or subletting to an Affiliate (defined hereinbelow), Sublessor may terminate this Sublease in the case of a proposed assignment, or suspend this Sublease pro tanto for the period and with respect to the space involved in the case of a proposed subletting, by giving written notice of termination or suspension to Sublessee within thirty (30) day after receipt of such notification, with such termination or suspension to be effective as of the effective date of such assignment or subletting. If Sublessor does not so terminate or suspend within said thirty (30) days, Sublessor's consent shall not be unreasonably withheld to an assignment or to a subletting, provided that the assignee or subtenant shall use the Sublease Premises only for general office use, and further provided, with respect to a subletting, that after such subletting the initial Sublessee named herein occupies at least fifty (50%) percent of the rentable floor area of the Sublease Premises.

If for any assignment or sublease consented to by Sublessor hereunder

Sublessee receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or in case of sublease of part, in excess of such rent fairly allocable to the part, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account and after deduction for reasonable expenses of Sublessee in connection with the assignment or sublease, to pay to Sublessor as additional rent the excess of each

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such payment of rent or other consideration received by Sublessee promptly after its receipt. Notwithstanding anything to the contrary herein contained, Sublessor's termination right pursuant to the second paragraph of this Paragraph 18 shall have no applicability and Sublessor's consent shall not be unreasonably withheld to an assignment or subletting to any entity controlling, controlled by or under common control with Sublessee (an "Affiliate"), provided that such Affiliate shall use the Sublease Premises only for the use specified in Paragraph 21 below.

19. ALTERATIONS BY TENANT

All rights of approval and consent of Landlord under Section 4.4 of the Lease shall also be deemed applicable to Tenant/Sublessor.

20. ESTOPPEL CERTIFICATES

Sublessor shall, upon the request of the Sublessee, and Sublessee shall, upon request of Tenant/Sublessor or any mortgagee of Tenant/Sublessor, without additional consideration, deliver an Estoppel Certificate, consisting of reasonable statements required by Tenant/Sublessor, Sublessee or any mortgagee, or any assignee of Sublessee's interest in this Sublease or the Sublease Premises or Tenant/Sublessor's interest in the Sublease Premises, which statements may include but shall not be limited to the following.

- A. This Sublease is in full force and effect, with rental paid through the requested date;
- B. The Sublease has not been modified or amended;
- C. Tenant/Sublessor is not in default and Tenant/Sublessor has fully performed all of Tenant/Sublessor's obligations hereunder; and
- D. Sublessee is not in default and Sublessee has fully performed all Sublessee's obligations hereunder.

If Sublessee or Sublessor is unable to make any of the foregoing statements because the same is untrue, Sublessee or Sublessor shall with specificity state the reason why such statement is untrue. The requested party shall, if requested by requesting party or any such mortgagee or assignee, deliver to requesting party a fully executed instrument in form reasonably satisfactory to the requesting party. The requested party agrees to furnish the Estoppel Certificate to the requesting party within ten (10) days of the requesting party's request for same.

21. USE OF SUBLEASE PREMISES

The Sublease Premises shall be used by Sublessee for office purposes.

The balance of this page has been intentionally left blank.
Signatures appear on the next page.

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IN WITNESS WHEREOF, the following parties have executed this Sublease as of the date first written above.

TENANT/SUBLESSOR:

ATTEST:

FIDELITY CORPORATE REAL ESTATE, LLC

By: Fidelity Corporate Real Estate, Inc.

By: _____

By: /s/ Ronald C. Duff, President

Name: _____

SUBLESSEE:

ATTEST:

CUSTOMTRACKS OPERATING CORPORATION

By: /s/ Darleen Harris

By: /s/ Ronald A. Woessner

Name: Ronald A. Woessner

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EXHIBIT C

CONSENT OF LESSOR

The undersigned, being the current Landlord under the Lease, hereby: (a) consents to the foregoing Sublease; and (b) acknowledges that there is no event of default (nor any condition that with the giving of notice, or the passage of time, or both, could result in an event of default) on the part of Tenant under the Lease.

THE SOUTHLAND CORPORATION

By: _____

Name:
Title:

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm in the headnote to the Selected Financial Data included in this Annual Report (Form 10-K for the year ended December 31, 1998 and to the incorporation by reference in the Registration Statement (Form S-8 No. 33-34451) pertaining to the 1988 Stock Option Plan, 1989 Stock Option Plan, 1990 Stock Option Plan, and the Original Stock Plan of Amtech Corporation; the Registration Statement (Form S-8 No. 33-53010) pertaining to the Amtech Corporation 1992 Stock Option Plan; the Registration Statements (Form S-8 No. 33-65061 and Form S-8 No. 333-06507) pertaining to the Amtech Corporation 1995 Long-Term Incentive Plan; the Registration Statement (Form S-8 No. 333-06503) pertaining to the Amtech Corporation 1996 Directors' Stock Option Plan; the Registration Statement (Form S-8 No. 333-06505) pertaining to the Amtech Corporation 401(k) Plan; and the Registration Statement (Form S-8 No. 333-06511) pertaining to the Amtech Corporation 1996 Employee Stock Purchase Plan of our report dated March 29, 1999, with respect to the consolidated financial statements of CustomTracks Corporation (formerly Amtech Corporation) included in this Annual Report (Form 10-K) for the year ended December 31, 1998.

Dallas, Texas
March 29, 1999

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