

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

FORM S-8

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

ACI WORLDWIDE, INC.

(Exact name of registrant as specified in its charter)

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

47-0772104
*(I.R.S. Employer
Identification No.)*

**120 Broadway, Suite 3350
New York, New York 10271**
(Address of principal executive offices, including zip code)

**ACI Worldwide, Inc.
Amended and Restated
Deferred Compensation Plan**
(Full title of the plan)

**Dennis P. Byrnes, Esq.
Senior Vice President, General Counsel and Secretary
ACI Worldwide, Inc.
6060 Coventry Drive
Elkhorn, Nebraska 68022
(402) 778-2183**
(Name, address and telephone number, including area code, of agent for service)

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (2)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Deferred Compensation Obligations(1)	\$20,000,000	100%	\$20,000,000	\$1,426

- (1) The Deferred Compensation Obligations are general unsecured obligations of ACI Worldwide, Inc. (the "Registrant") to pay deferred compensation in the future in accordance with the ACI Worldwide, Inc. Amended and Restated Deferred Compensation Plan.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended, based on the estimated amount of compensation to be deferred by participants.

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). Such documents are not being filed with the Securities and Exchange Commission (the "SEC") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. Such documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents, which have been filed by Registrant pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") or as otherwise indicated, are hereby incorporated by reference into this Registration Statement and shall be deemed to be a part hereof:

- The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009 filed with the SEC on February 26, 2010;
- The Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 filed with the SEC on May 4, 2010;
- The Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 filed with the SEC on July 30, 2010; and
- The Registrant's Current Reports on Form 8-K filed with the SEC on February 25, 2010, March 4, 2010, March 9, 2010, April 29, 2010, May 13, 2010, June 14, 2010, July 29, 2010 and August 3, 2010 (other than portions of these documents furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items) and our Current Report on Form 8-K/A filed with the SEC on March 16, 2010 (other than portions of this document furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items).

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than any portion of such filings that are furnished under applicable SEC rules rather than filed) prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and shall be deemed a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

The securities being registered pursuant to the ACI Worldwide, Inc. Amended and Restated Deferred Compensation Plan (the "Plan") represent obligations (the "Obligations") of the Registrant to pay deferred compensation in the future according to the terms of the Plan. The Plan was adopted by the Compensation and Leadership Development Committee of the Board of Directors (the "Committee") of the Registrant on July 29, 2010 and amended and restated on September 9, 2010. The Plan will become effective October 1, 2010. The initial plan year will commence on October 1, 2010 and end on December 31, 2010 and thereafter, each plan year will be from January 1 to December 31.

The Plan is an unfunded, nonqualified deferred compensation plan designed to allow non-employee directors and a select group of management or highly compensated employees of Registrant designated by the Committee of the Board of Directors (each a "Participant" and collectively, the "Participants") to save for retirement on a tax-deferred basis. The Plan is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended.

Participants in the Plan may elect to defer a portion of their regular compensation and performance-based compensation. The Obligations are general unsecured obligations of the Registrant to pay such deferred amounts to the Participants in accordance with the terms of the Plan. The Obligations are subject to the claims of Registrant's general creditors and rank equally with other unsecured indebtedness of the Registrant from time to time outstanding. The Obligations are not convertible into any other security of the Registrant and there is no trading market for the Obligations.

Amounts deferred under the Plan will be credited to bookkeeping accounts maintained by the Registrant for each Participant and will be credited or debited with the Participant's proportionate share of any gains or losses attributable to the earnings indices selected by the Participant. The Committee will designate the earnings indices available to Participants; provided, however, under no circumstances shall the value of the Registrant's stock be used as an earnings index. The earnings indices are to be used for measurement purposes only and amounts deferred under the Plan will not represent any actual investment made on the Participant's behalf by the Registrant. The amount that the Registrant is required to pay under the Plan is equal to the elective deferrals made by the Participant, as adjusted for the hypothetical gains or losses based on the earnings indices selected by the Participant. The Registrant may make discretionary contributions to Participant accounts in such amounts and at such times as are determined by the Registrant from time to time in its sole discretion.

Amounts deferred by a Participant are fully vested at all times. The Committee may impose a vesting schedule of up to 5 years with respect to discretionary contributions, if any, made by the Registrant to a Participant.

The Obligations of the Registrant to Participants under the Plan will be payable in accordance with the distribution provisions of the Plan. Distribution of the Obligations generally can not be made prior to the distribution dates specified by the Participants, other than withdrawals made in the event of a Participant's (i) "unforeseeable emergency", as defined in the Plan, (ii) separation from service, (iii) death or (iv) disability. Distributions of the Obligations will be made to Participants in a single lump-sum payment after the earliest of (a) the Participant's separation from service, (b) the Participant's death or (c) the Participant's disability ("Standard Distribution"). In lieu of the Standard Distribution timing, a Participant may elect, at the time of deferral, to receive distribution of the Obligations in a given plan year (a) at a specified date or time (or upon attainment of a specific age), or (b) upon the earlier of such date (or age) or one or more of the Standard Distribution events. A Participant may also elect, at the time of deferral, to receive distributions of the Obligations in annual installments for a period of up to 10 years. Deferred amounts retained in a Participant's account during the payout period continue to earn hypothetical gains and are subject to hypothetical losses based on the earnings indices selected by the Participant.

Under the terms of the Plan, the Registrant may establish a trust for the purpose of holding all or a portion of the Participants' account balances; provided, the agreement establishing such trust shall provide that the assets held therein will be available to satisfy claims of the Registrant's general creditors in the event of the Registrant's insolvency.

The Plan will be administered by the Committee and the Committee will have full power to interpret the Plan and determine all questions that arise under it. The Committee reserves the right to amend or terminate the Plan at any time; provided, however, that no such action shall affect a Participant's right to receive the full amount of his or her vested account balance.

This summary of the terms of the Plan and the Registrant's Obligations thereunder is not intended to be complete and is qualified in its entirety by reference to the Plan, which is attached hereto as Exhibit 4.3 and incorporated herein by this reference.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") permits indemnification by a corporation of certain officers, directors, employees and agents. Consistent therewith, Article Tenth of the Amended and Restated Certificate of Incorporation of the Registrant ("ACI") provides that ACI shall, to the fullest extent permitted or required by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits ACI to provide broader indemnification rights than such law permitted ACI to provide prior to such amendment), indemnify a director or officer of ACI or a person who is or was serving at the request of ACI as director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, who was or is made (or threatened to be made) a party to or is otherwise involved in a civil, criminal, administrative or investigative action suit or proceeding (an "indemnified person"). Article Tenth also provides that expenses incurred by an indemnified person will be paid in advance by ACI; provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnified person in his or her capacity as a director or officer will be made only if ACI receives an undertaking by or on behalf of the indemnified person to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnified person is not entitled to be indemnified for such expenses. The Amended and Restated Certificate of Incorporation also authorizes ACI to maintain officer and director liability insurance, and such a policy is currently in effect.

ACI has entered into Indemnification Agreements with each of its executive officers and certain other employees. Under the Indemnification Agreements, ACI agrees to indemnify the employee to the fullest extent permitted by law if the employee was, is or becomes a party to or witness or other participant in any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation by reason of (or arising in part out of) any event or occurrence related to the fact that the employee is or was a director, officer, employee, agent or fiduciary of ACI, or any subsidiary of ACI, or is or was serving at the request of ACI as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of the employee while serving in such capacity. ACI also agrees, to the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, the employee will be covered by such policies as to provide the employee the same rights and benefits as are accorded to the most favorably similarly situated insured.

The above discussion of the DGCL and the Registrant's Amended and Restated Certificate of Incorporation is not intended to be exhaustive and is qualified in its entirety by such statute and Amended and Restated Certificate of Incorporation.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

Exhibit Number	Description
*4.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (Commission No. 000-25346) filed July 30, 2007).
*4.2	Amended and Restated Bylaws of the Registrant (incorporated herein by reference to Exhibit 3.02 to the Registrant's Current Report on Form 8-K (Commission No. 000-25346) filed December 18, 2008).
4.3	ACI Worldwide, Inc. Amended and Restated Deferred Compensation Plan.
5.1	Opinion of Jones Day.
23.1	Consent of Deloitte & Touche LLP.
23.2	Consent of KPMG LLP.
23.3	Consent of Jones Day (included in Exhibit 5.1).
24.1	Power of Attorney.

* Incorporated by reference

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) the Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, New York, on September 9, 2010.

ACI WORLDWIDE, INC.

By: /s/ Dennis P. Byrnes
Name: Dennis P. Byrnes
Title: Senior Vice President, General Counsel and Secretary

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Philip G. Heasley</u> Philip G. Heasley	President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	September 9, 2010
<u>/s/ Scott W. Behrens</u> Scott W. Behrens	Senior Vice President, Chief Financial Officer and Chief Accounting Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	September 9, 2010
<u>/s/ Harlan F. Seymour</u> Harlan F. Seymour	Chairman of the Board of Directors and a Director	September 9, 2010
<u>/s/ Jan H. Suwinski</u> Jan H. Suwinski	Director	September 9, 2010
<u>/s/ John D. Curtis</u> John D. Curtis	Director	September 9, 2010
<u>/s/ John M. Shay, Jr.</u> John M. Shay, Jr.	Director	September 9, 2010
<u>/s/ Alfred R. Berkeley, III</u> Alfred R. Berkeley, III	Director	September 9, 2010
<u>/s/ John E. Stokely</u> John E. Stokely	Director	September 9, 2010
<u>/s/ James C. McGroddy</u> James C. McGroddy	Director	September 9, 2010

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ACI WORLDWIDE, INC.
AMENDED AND RESTATED
DEFERRED COMPENSATION PLAN

1. **Purpose.** Effective as of October 1, 2010, ACI Worldwide, Inc. (the “Company”), establishes this Amended and Restated Deferred Compensation Plan (the “Plan”) for the purpose of allowing members of the Company’s senior management to save for their retirement on a tax-deferred basis. This Plan is intended to constitute a “nonqualified deferred compensation plan,” within the meaning of Section 409A(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), and it shall be construed and administered in a manner consistent therewith.

2. **Definitions.** Unless otherwise clearly apparent from the context, the following terms shall have the indicated meanings under this Plan:

(a) “**Account**” shall mean a bookkeeping account established in a Participant’s name for the sole purpose of measuring the benefit payable to the Participant or the Participant’s Beneficiary under those circumstances described in this Plan.

(b) “**Account Balance**” shall mean, with respect to any Participant, the sum of all Deferrals and/or Company Contributions credited to his or her Account for all years the Participant has participated in this Plan, as adjusted for any Earnings on such amounts, and as reduced for any prior distributions to the Participant or the Participant’s Beneficiary.

(c) “**Beneficiary**” shall mean the person or persons entitled to receive any benefit payable under this Plan following a Participant’s death. Such Beneficiary shall be designated in accordance with Paragraph 13.

(d) “**CEO**” shall mean the Chief Executive Officer of the Company. The CEO may delegate to one or more individuals any or all of the administrative duties assigned to the CEO under the Plan.

(e) “**Change in Control**” shall have the meaning given such term in the Company’s then current form of Change in Control Employment Agreement filed by the Company with the Securities and Exchange Commission.

(f) “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.

(g) “**Committee**” shall mean the Compensation and Leadership Development Committee of the Company’s Board of Directors.

(h) “**Company**” shall mean ACI Worldwide, Inc. a Delaware corporation .

(i) “Company Contribution” means any amount that the Company credits to a Participant’s Account under the Plan as a discretionary employer contribution for a given Plan Year, in accordance with Paragraph 5. Company Contributions shall not be considered “Compensation” for purposes of this Plan or for purposes of any other qualified or nonqualified plan of the Company or its subsidiaries.

(j) “Compensation” shall mean, with respect to a Plan Year, all Regular Compensation and Performance-Based Compensation earned by a Participant during that Plan Year in return for services performed for the Company. Such amount shall include any Deferrals under this Plan, but shall exclude any elective deferrals excluded from the Participant’s gross income under any of Code Sections 125, 132(f)(4), or 401(k).

(k) “Deferrals” shall mean the annual amount of Compensation a Participant elects to defer under Paragraph 4.

(l) “Disability” shall mean any medically determinable physical or mental impairment of a Participant that can be expected to result in death or to last for a continuous period of not less than twelve months, provided that such impairment results in the Participant either:

(i) Being unable to engage in any substantial gainful activity, or

(ii) Receiving income replacement benefits for a period of at least three months under an accident and health plan covering employees of the Company or its subsidiaries.

(m) “Earnings” shall mean the rate of return credited to a Participant’s Account under Paragraph 6.

(n) “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

(o) “Employee” shall mean any common-law employee of the Company or its subsidiaries whose primary location of employment is within the United States of America.

(p) “Participant” shall mean any Employee or non-Employee director who is selected for participation in the Plan in accordance with Paragraph 3, and shall also include any former Employee who continues to have an Account Balance under the Plan.

(q) “Performance-Based Compensation” shall mean any portion of a Participant’s Compensation that is contingent on the satisfaction of preestablished organizational or individual performance criteria, measured over a performance period of at least twelve (12) consecutive months during which the Participant performs services for the Company or its subsidiary. For this purpose, performance

criteria will be considered “preestablished” if they are established in writing by no later than ninety (90) days after the performance period commences, provided that the outcome is substantially uncertain at the time the criteria are established.

(r) “Plan” shall mean this ACI Worldwide, Inc. Amended and Restated Deferred Compensation Plan, as herein set forth and as amended from time to time.

(s) “Plan Year” shall mean the calendar year; provided that the initial Plan Year shall commence on October 1, 2010, and end on December 31, 2010.

(t) “Regular Compensation” shall mean that portion of a Participant’s Compensation that is payable on a periodic basis throughout the Plan Year in which it is earned, as well as any such periodic Compensation that is payable as soon as administratively practicable following the close of the final payroll period in such Plan Year, but shall exclude any Performance-Based Compensation.

(u) “Separation From Service” shall mean a Participant’s termination of employment with the Company and all of its affiliated employers, regardless of the reason therefor. In all events, this phrase shall be construed in a manner consistent with the requirements of Code Section 409A, including any applicable IRS guidance.

(v) “Specified Employee” shall mean any Employee described in Code Section 409A(a)(2)(B)(i), as determined pursuant to procedures adopted by the Committee in compliance with Code Section 409A, but only if the stock of the Company or a parent of the Company is publicly traded at the time of such Employee’s Separation From Service.

(w) “Unforeseeable Emergency” shall mean severe financial hardship to a Participant resulting from:

(i) A sudden and unexpected illness of the Participant, the Participant’s spouse, the Participant’s Beneficiary or the Participant’s dependent (as defined in Code Section 152, without regard to sub-sections (b)(1), (b)(2) or (d)(1)(B));

(ii) The loss of the Participant’s property due to casualty; or

(iii) Any other similar extraordinary and unforeseeable circumstance arising as a result of events beyond the control of the Participant.

The existence of an Unforeseeable Emergency shall be determined by the CEO (or, in the case of the CEO, by the Committee), in accordance with regulations issued under Code Section 409A(a)(2)(B)(ii)(I).

(x) “Valuation Date” shall mean the last day of each Plan Year, as well as such other dates as are determined by the Committee.

3. Participation. Acting in its sole discretion, the Committee may designate for participation in the Plan any Employee who is determined to be part of a “select group of management or highly compensated employees” of the Company or its subsidiaries (as that phrase is used in Section 201(2) of ERISA). Such designation shall be made in writing, and may be revoked at any time. Unless and until revoked, however, any such designation shall remain in effect during subsequent Plan Years.

4. Deferrals.

(a) Regular Compensation. Subject to the provisions of Subparagraph (c), prior to the first day of each Plan Year, a Participant may elect to defer the receipt of any portion of the Regular Compensation to be earned by him or her during that Plan Year. Moreover, an Employee who is not already a participant in a nonqualified deferred compensation plan that would be aggregated with this Plan pursuant to Treasury Regulation Section 1.409A-1(c)(2) (i) may elect, during the first thirty (30) days after the Employee first becomes a Participant, to defer the receipt of any portion of the Regular Compensation to be earned by him or her after the date of such election and during the remainder of that Plan Year. Any such Deferral election may not be revoked or modified during the Plan Year to which it relates, except that a Participant’s Deferral election shall be cancelled due to either (i) an accelerated distribution from this Plan on account of an Unforeseeable Emergency, or (ii) a hardship distribution from a qualified cash or deferred arrangement pursuant to Treasury Regulation Section 1.401(k)-1(d)(3). No new Deferral election described in the first sentence of this Subparagraph may become effective until the first day of the following Plan Year. A Participant may elect to defer either a specified percentage or a specified dollar amount of his or her Regular Compensation. Any Deferral election made under this Subparagraph shall apply to only a single Plan Year, and shall not apply to any subsequent Plan Year unless expressly renewed by the Participant.

(b) Performance-Based Compensation. Separately from any Deferral election made under Subparagraph (a), and subject to the provisions of Subparagraph (c), a Participant may elect to defer the receipt of any portion of the Performance-Based Compensation to be earned by him or her during a specified performance period of at least twelve (12) months’ duration. Any such Deferral election must be made no later than, and may not be revoked or modified later than, the earlier of six (6) months before the end of the performance period or the time that the Performance-Based Compensation has become readily ascertainable; provided, however, that such a Deferral election shall be cancelled due to either (i) an accelerated distribution from this Plan on account of an Unforeseeable Emergency, or (ii) a hardship distribution from a qualified cash or deferred arrangement pursuant to Treasury Regulation Section 1.401(k)-1(d)(3). Moreover, an Employee who is not already a participant in a nonqualified deferred compensation plan that would be aggregated with this Plan pursuant to Treasury Regulation Section 1.409A-1(c)(2)(i) may elect, during the first thirty (30) days after the Employee first becomes a Participant, to defer the receipt of any portion of the Performance-Based

Compensation to be earned by him or her after the date of such election and during the remainder of the then-current performance period. For purposes of the preceding sentence, the portion of any Performance-Based Compensation to be earned by a Participant after the date of an election shall be equal to the Participant's total Performance-Based Compensation for that performance period multiplied by a fraction, the numerator of which is the number of days remaining in the performance period after the election and the denominator of which is the total number of days in the performance period. A Participant may elect to defer either a specified percentage or a specified dollar amount of any Performance-Based Compensation. Any Deferral election made under this Subparagraph shall apply to only a single performance period, and shall not apply to subsequent periods unless expressly renewed by the Participant.

(c) Maximum Deferral Percentage. Notwithstanding the provisions of Subparagraphs (a) and (b), the Committee may, in its sole discretion, designate the maximum percentage of a Participant's Regular Compensation, Performance-Based Compensation, or both, that he or she may elect to defer under this Paragraph 4 for each Plan Year.

(d) Election Procedures. Any Deferral election made under this Paragraph shall be made in accordance with procedures established by the Committee. Such procedures may allow for elections to be made either in writing or via electronic means, provided that a record of all such elections shall be preserved. Similar election procedures shall apply to distribution elections made under either of Paragraph 9 or Paragraph 11.

5. Company Contributions. Acting in its sole discretion, the Committee may credit a given Participant's Account with an additional amount, which may be a percentage of Compensation or a specific dollar amount, for the Plan Year. Unless the Participant elects otherwise, in accordance with Paragraph 9, such Company Contributions shall be payable in a single lump-sum at the time set forth in Paragraph 8.

6. Earnings Indices. Participants shall be allowed to elect from among one or more earnings indices designated by the Committee. As of each Valuation Date, each Participant's Account Balance shall be credited or debited with that Participant's proportionate share of any gains or losses attributable to the earnings indices selected by that Participant. Under no circumstances shall the value of the Company's stock be used as an earnings index. Nor shall the Committee be required to invest any actual assets in the designated earnings indices.

7. Vesting. The portion of the Participant's Account Balance attributable to Deferrals shall be fully vested at all times. The Committee, in its sole discretion, may impose a vesting schedule (of up to 5 years) with respect to any Company Contribution (and Earnings thereon) for any Participant for any given Plan Year, and further, the Committee, in its sole discretion, may provide that certain Company Contributions (and Earnings thereon) shall become fully vested immediately upon the occurrence of a Change in Control.

8. Distributions. Except as otherwise elected in accordance with Paragraph 9, a Participant (or, in the event of the Participant's death, the Participant's Beneficiary) shall receive a distribution of his or her entire Account Balance, in a single lump-sum payment, as soon as administratively practicable (but no more than 90 days) after the earliest of:

- (a) The Participant's Separation from Service (or, in the case of a Specified Employee, six months after such Separation From Service);
- (b) the Participant's death; or
- (c) the Participant's Disability;

provided that neither the Participant nor the Beneficiary shall have the right to designate the taxable year of the payment.

9. Alternative Elections Regarding Time and Form of Payment. Except as provided in Paragraph 10 with respect to small Account Balances, a Participant may elect, in lieu of the distribution timing provisions of Paragraph 8, to receive distribution of his or her Deferrals and/or Company Contributions for a given Plan Year (and the Earnings attributable thereto)

- (a) at a specific date or time (or upon attainment of a specific age), or
- (b) upon the earlier of such date (or age) or one or more of the distribution events listed in Paragraph 8.

A Participant may also elect to receive distribution of his or her Deferrals and/or Company Contributions for a given Plan Year (and the Earnings attributable thereto) in annual installments for a period of up to ten (10) years. If a Participant elects to receive installment payments, the amount of each such annual installment shall be equal to the Participant's Account Balance as of the date of the distribution divided by the number of installments remaining to be paid. Notwithstanding the above, any distribution on account of the death of the Participant shall be paid in accordance with Paragraph 8. Any election under this Paragraph (with respect to Deferrals and the Earnings thereon) must be made by the applicable deadline (under Paragraph 4) for making a Deferral election for the applicable Plan Year. Any election under this Paragraph (with respect to Company Contributions and the Earnings thereon) must be made before the first day of the Plan Year in which the Company Contribution is credited to the Participant's Account (or, if later, within the first 30 days after the Employee first becomes a Participant); provided that, to the extent required under Code Section 409A, such election shall apply only to Compensation paid for services to be performed after the date of the election. Notwithstanding the above, no Participant may elect more than three alternate combinations of distribution dates and payout methods. In the absence of a timely distribution election, any Deferrals or Company Contributions for a given Plan Year (and the Earnings attributable thereto) shall be paid at the time and in the manner set forth in Paragraph 8.

10. Cashout of Small Account Balances. If, on the date of a distribution event listed in Paragraph 8, a Participant's Account Balance does not exceed the dollar limitation then in effect under Code Section 402(g)(1)(B) (i.e., the annual limitation on Code Section 401(k) deferrals, excluding any "catch-up contributions" available to an employee who is age 50 or older), the

Participant's entire Account Balance shall be distributed in accordance with Paragraph 8, notwithstanding any alternative distribution election the Participant might have made Paragraph 9 or any distribution deferral election the Participant might have made under Paragraph 11. In applying the provisions of this Paragraph, a Participant's Account Balance shall be deemed to include any amount credited to the Participant's account under any other nonqualified deferred compensation plan that would be aggregated with this Plan pursuant to Treasury Regulation Section 1.409A-1(c)(2)(i).

11. Distribution Deferral Elections. A Participant who is still an Employee may elect, at least twelve months before the earliest of the distribution dates described in Paragraph 8 (or the alternate distribution date elected under Paragraph 9) to defer the distribution of his or her Account Balance (or the portion thereof that is payable on such date). Except in the case of a Participant's Disability or death, any such distribution deferral election must defer the distribution for a period of at least five years from the date the distribution(s) otherwise would have been made (or commenced). Subject to the constraints described in the preceding portions of this Paragraph, a Participant may elect to receive a deferred distribution in either a single lump-sum payment or a series of annual installments over a period of up to ten (10) years. If a Participant elects to receive installment payments, the amount of each such annual installment shall be equal to the Participant's Account Balance as of the date of the distribution divided by the number of installments remaining to be paid. Moreover, a Participant may make more than one distribution deferral election under the provisions of this Paragraph; provided that such elections do not result in the Participant having more than three alternate combinations of distribution dates and payout methods. For purposes of this Paragraph, a series of installment payments shall be treated as a single payment. Accordingly, by electing to defer his or her distribution commencement date by at least five (5) years, a Participant may substitute a lump-sum payment for a series of installments, but may not elect to defer the distribution of only a single installment.

12. Unforeseeable Emergency. At any time prior to receiving a distribution of his or her entire Account Balance, a Participant who has experienced an Unforeseeable Emergency may request an accelerated distribution from his or her Account. The amount necessary to relieve that emergency (including any amount necessary to pay taxes reasonably anticipated to result from the distribution) shall then be distributed to the Participant in a lump-sum payment. The determination of the amount reasonably necessary to relieve the Participant's emergency shall be made by the Committee. No distribution shall be made under this Paragraph, however, to the extent that the Participant's emergency may be relieved either:

- (a) Through reimbursement or compensation by insurance or otherwise;
- (b) By liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- (c) By cessation of the Participant's Deferrals under this Plan.

Any distribution under this Paragraph shall be made as soon as administratively practicable (but no more than 90 days) after the Committee's determination of the portion of the Participant's Account Balance properly distributable as a result of the Participant's Unforeseeable Emergency.

13. Designation of Beneficiary. A Participant shall designate one or more Beneficiaries, some of whom may be contingent Beneficiaries. Any such Beneficiary designation shall be made in writing, on a form provided by the Company; provided that a married Participant may designate a primary Beneficiary other than his/her spouse only if the spouse provides written consent to that designation. A Participant may revoke a Beneficiary designation at any time and, subject to the spousal consent requirement described in the immediately preceding sentence, designate a new primary or contingent Beneficiary. No such revocation or new designation shall become effective, however, until received in writing by the Company. In the absence of an effective Beneficiary designation, a Participant's Beneficiary shall be the person or persons in the first of the following classes of successive preference Beneficiaries. The Participant's:

- (a) Spouse;
- (b) Descendants, *per stirpes*;
- (c) Parents;
- (d) Brothers and sisters; or
- (e) Estate.

14. Unfunded Status. It is specifically intended that all Deferrals and Earnings under the provisions of this Plan shall be "unfunded" for purposes of both the Code and ERISA. To that end, benefits payable hereunder shall be paid exclusively from the Company's general assets. Although the Company may establish a trust for the purpose of holding all or a portion of Participants' Account Balances, the agreement establishing any such trust shall provide that the assets held therein will be available to satisfy claims of the Company's general creditors in the event of the Company's insolvency. No Participant or Beneficiary shall have any claim, right, security interest, or other interest in any fund, trust, account, insurance contract, or other asset of the Company that may be looked to for such payment. Rather, a Participant (or his or her Beneficiary) shall be a general, unsecured creditor of the Company.

15. Restrictions on Alienation. No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, borrowing, encumbrance, or charge; and any attempt to anticipate, alienate, sell, assign, pledge, borrow, encumber, or charge the same shall be void. Nor shall any right or benefit under this Plan be in any manner liable for or subject to the debts, contracts, liabilities, or torts of any Participant or Beneficiary. Notwithstanding the preceding provisions of this Paragraph, the Committee may authorize either of the following:

- (a) The payment or assignment of benefits pursuant to a "qualified domestic relations order," as defined in Section 206(d)(3)(B)(i) of ERISA. A Participant's Account Balance shall be reduced to reflect the amount of such payment.
- (b) The distribution of any portion of a Participant's Account Balance to any taxing authority. The Company will inform the Participant of any amount so

distributed, by use of appropriate tax forms or by means of written notice to the Participant concerning his or her Account Balance.

16. Administration. The Committee will have full power to interpret the Plan and to determine all questions that arise under it. Such power includes, for example, the administrative discretion necessary to determine whether an individual meets the Plan's eligibility requirements and to interpret any other term contained in this document. The Committee may delegate such ministerial responsibilities as it believes appropriate to one or more individuals, who may (but need not) be employees of the Company or its subsidiaries. The Plan will be administered as an arrangement primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Section 201(2) of ERISA.

17. Claims and Appeals Procedures. A request for a Plan benefit shall be filed with the CEO or with his or her designee. Such a request, hereinafter referred to as a "claim," shall be deemed filed when the executed claim form is received by the CEO (or his or her designee).

(a) Initial Claim Determination. The CEO (or his or her designee) shall decide each claim within a reasonable time after it is received. If a claim is wholly or partially denied, the claimant shall be furnished a written notice setting forth, in a manner calculated to be understood by the claimant:

(i) the specific reason or reasons for the denial;

(ii) a specific reference to pertinent Plan provisions on which the denial was based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary; and

(iv) appropriate information as to the steps to be taken if the claimant wishes to appeal the denial of his or her claim, including the period during which such an appeal must be filed and the period in which it will be decided.

The notice shall be furnished to the claimant within 90 days after receipt of the claim by the CEO (or his or her designee), unless special circumstances require an extension of time for processing the claim. No extension shall be for more than 90 days after the end of the initial 90-day period. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant before the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision will be rendered.

(b) Appealing a Claim. If a claim is denied, the claimant may appeal the denial to the Committee, upon written application to the Committee. The claimant may review documents pertinent to the appeal and may submit issues and comments

in writing to the Committee. No appeal shall be considered unless it is received by the Secretary of the Committee within 90 days after receipt by the claimant of written notification of the denial of the claim. The Committee shall decide the appeal within 60 days after it is received. However, if special circumstances require an extension of time for processing, a decision shall be rendered as soon as possible, but not later than 120 days after the appeal is received. If such an extension of time for deciding the appeal is required, written notice of the extension shall be furnished to the claimant before the commencement of the extension. The decision of the Committee shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions upon which the decision was based.

18. Amendment and Termination. The Committee may amend or terminate this Plan at any time. No such action, however, shall affect a Participant's right to receive the full amount of his or her vested Account Balance (determined as of the date of such amendment or termination). If the Plan is terminated, any acceleration of a distribution to a Participant or Beneficiary shall be subject to the restrictions and limitations set forth in Treasury Regulations issued under Code Section 409A.

19. Effect of Participant Misconduct. If the Committee determines that a Participant has engaged in misconduct in the course of his or her employment with the Company or its subsidiaries, the Committee may take such action with respect to that Participant as it may deem necessary or appropriate. Such action may include, without limitation, terminating the Participant's right to participate in the Plan, forfeiting his or her entire Account Balance, and/or requiring the Participant to reimburse the Company for the amount of any benefits previously paid to the Participant hereunder. By participating in the Plan, each Participant acknowledges and agrees that the Company's rights under this Paragraph shall survive the distribution of any benefits and the termination of the Participant's employment, for any reason, and shall be in addition to every other right or remedy, at law or in equity, otherwise available to the Company.

20. General Provisions.

(a) Employment Relationship. In no event shall a Participant's terms and conditions of employment be modified or in any way affected by this Plan.

(b) Successors and Assigns. The provisions of this Plan shall be binding on the Company and its successors and assigns, and on each Participant, Beneficiary and their respective assigns, heirs, executors, and administrators.

(c) Governing Law. Except to the extent preempted by federal law, all questions arising under this Plan shall be determined by reference to the laws of the State of Nebraska.

(d) Compliance with Code Section 409A.

(i) To the extent applicable, it is intended that this Plan (including all amendments thereto) comply with the provisions of Code Section 409A, so that the income inclusion provisions of Code Section 409A(a)(1) do not

apply to any Participant or Beneficiary. This Plan shall be administered in a manner consistent with this intent.

(ii) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to a Participant or for a Participant's benefit under this Plan may not be reduced by, or offset against, any amount owing by a Participant to the Company or any of its affiliates.

(iii) In any case, a Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on a Participant or for a Participant's account in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold a Participant harmless from any or all of such taxes or penalties.

(iv) Any reference in this Plan to Code Section 409A will also include any proposed, temporary, or final regulations or any other formal guidance promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service.

IN WITNESS WHEREOF, ACI Worldwide, Inc. has caused this Amended and Restated Deferred Compensation Plan to be executed on its behalf this 9th day of September, 2010, but to be effective as of October 1, 2010.

ATTEST:

ACI WORLDWIDE, INC.

By: /s/ Karen Hobbs
Title: Vice President Global Human Resources

By: /s/ Dennis P. Byrnes
Title: Senior Vice President

JONES DAY

NORTH POINT • 901 LAKESIDE AVENUE • CLEVELAND, OHIO 44114-1190
TELEPHONE: (216) 586-3939 • FACSIMILE: (216) 579-0212

September 9, 2010

ACI Worldwide, Inc.
120 Broadway, Suite 3350
New York, New York 10271

Re: ACI Worldwide, Inc. Amended and Restated Deferred Compensation Plan

Ladies and Gentlemen:

We have acted as counsel for ACI Worldwide, Inc., a Delaware corporation (the "**Company**"), in connection with the Company's Amended and Restated Deferred Compensation Plan (the "**Plan**"). In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of this opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Company's Deferred Compensation Obligations, which represent general unsecured obligations of the Company to pay deferred compensation in the future in accordance with the Plan, when issued in accordance with the provisions of the Plan, will constitute valid and binding obligations of the Company; and

2. The provisions of the written Plan document comply with the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

The opinion set forth in paragraph 1 is limited by bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws and related regulations and judicial doctrines from time to time in effect relating to or affecting creditors' rights generally, and by general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or at equity.

The opinion set forth in paragraph 2 applies only as to the form of the written Plan document, and for purposes of such opinion we have assumed that the employees and other persons who are eligible to participate in the Plan constitute a select group of management or highly compensated employees for purposes of ERISA. Accordingly, but without limitation of the previous sentence, we express no opinion as to whether the employees and other persons who are eligible to participate in the Plan constitute a select group of management or highly compensated employees or whether the Plan will be considered "funded" for purposes of ERISA, which are factual issues depending upon the facts and circumstances in existence from time to time.

The opinions expressed herein are limited to ERISA and the General Corporation Law of the State of Delaware, including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such law, in each case as currently in effect, and we

express no opinion as to the effect of the laws of any other jurisdiction. In addition, we have assumed that the resolutions authorizing the Company to issue the Deferred Compensation Obligations in accordance with the Plan will be in full force and effect at all times at which such Deferred Compensation Obligations are issued, and the Company will take no action inconsistent with such resolutions.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement on Form S-8 filed by the Company to effect registration of the Deferred Compensation Obligations to be issued pursuant to the Plan under the Securities Act of 1933 (the “**Act**”). In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports relating to the consolidated financial statements of ACI Worldwide, Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting dated February 26, 2010, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2009.

/s/ Deloitte & Touche LLP

Omaha, Nebraska

September 9, 2010

Consent of Independent Registered Public Accounting Firm

The Board of Directors
ACI Worldwide, Inc.:

We consent to the use of our report dated March 3, 2009 with respect to the consolidated balance sheet of ACI Worldwide, Inc. and subsidiaries (the Company) as of December 31, 2008, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows for the year ended December 31, 2008, the three-month period ended December 31, 2007 and the year ended September 30, 2007, which report appears in ACI Worldwide, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009, incorporated by reference herein.

Our report dated March 3, 2009, on the consolidated financial statements contains an explanatory paragraph that refers to the Company's adoption of Financial Accounting Standards Board (FASB) Interpretation No. 48, *Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109*, (now codified as Accounting Standards Codification (ASC) 740, *Income Taxes*), as of October 1, 2007.

(signed) KPMG LLP

Omaha, Nebraska
September 9, 2010

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and/or officers of ACI WORLDWIDE, INC., a Delaware corporation (“ACI”), hereby constitutes and appoints DENNIS P. BYRNES and KAREN HOBBS or any of them, his or her true and lawful attorney or attorneys-in-fact, with full power of substitution and resubstitution, to do any and all acts and things and execute any and all instruments or documents which said attorney or attorneys-in-fact, or any of them, may deem necessary or advisable or which may be required in connection with the filing with the Securities and Exchange Commission (the “SEC”) of a Registration Statement on Form S-8 (the “Registration Statement”) (and any abbreviated registration statement relating thereto permitted pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the “Securities Act”)) for the purposes of registering ACI’s deferred compensation obligations under the ACI Worldwide, Inc. Deferred Compensation Plan, and to sign any and all amendments, including any or all post-effective amendments and supplements to the Registration Statement (and any such abbreviated registration statement), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorney or attorneys-in-fact, or each of them with or without the others, full power and authority to do and perform each and every act and thing requisite and necessary to be done in order to accomplish the foregoing, as fully to all intents and purposes as he or she might or could in person, hereby ratifying and confirming all that said attorneys-in-fact, or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be executed in counterparts and all such duly executed counterparts shall together constitute the same instrument. Except as otherwise specifically provided herein, the power of attorney granted herein shall not in any manner revoke in whole or in part any power of attorney that each of the undersigned has previously executed. This power of attorney shall not be revoked by any subsequent power of attorney any of the undersigned may execute, unless such subsequent power specifically refers to this power of attorney or specifically states that the instrument is intended to revoke all prior general powers of attorney or all prior powers of attorney.

The “CAUTION TO THE PRINCIPAL” and “IMPORTANT INFORMATION FOR THE AGENT” statements below are required under the New York General Obligations Law. Notwithstanding anything to the contrary contained therein, this Power of Attorney is limited to the powers granted as described above and DOES NOT grant the attorneys-in-fact and agents the authority to spend the undersigned’s money or sell or dispose of the undersigned’s property.

CAUTION TO THE PRINCIPAL:

Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) powers to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar powers. When your agent exercises these powers, he or she must act according to any instructions you have provided, or, where there are no specific instructions, in your best interest. “Important Information for the Agent” near the end of this document describes your agent’s responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this. The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us. If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the power of attorney is terminated or revoked. You must: (1) act according to any instructions from the principal, or, where there are no instructions, in the principal’s best interest; (2) avoid conflicts that would impair your ability to act in the principal’s best interest; (3) keep the principal’s property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all receipts, payments, and transactions conducted for the principal; and (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal’s name and signing your own name as “agent” in the following manner: (Principal’s Name) by (Your Signature) as Agent.

You may not use the principal's assets to benefit yourself or give gifts to yourself or anyone else unless there is a Statutory Major Gifts Rider attached to this Power of Attorney that specifically gives you that authority. If you have that authority, you must act according to any instructions of the principal, or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ Philip G. Heasley

Philip G. Heasley

President, Chief Executive Officer and Director

(Principal Executive Officer)

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Philip G. Heasley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ Harlan F. Seymour

Harlan F. Seymour,
Chairman of the Board and Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Harlan F. Seymour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ Jan H. Suwinski
Jan H. Suwinski, Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Jan H. Suwinski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore
Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ John D. Curtis
John D. Curtis, Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared John D. Curtis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore
Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ John M. Shay, Jr.
John M. Shay, Jr., Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared John M. Shay, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ Alfred R. Berkeley, III
Alfred R. Berkeley, III
Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Alfred R. Berkeley, III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ John E. Stokely
John E. Stokely, Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared John E. Stokely, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

IN WITNESS WHEREOF, I, the undersigned, have executed this Power of Attorney as of this 9th day of September 2010.

/s/ James C. McGroddy
James C. McGroddy, Director

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared James C. McGroddy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

I, Dennis P. Byrnes, have read the foregoing Power of Attorney. I am a person identified therein as an agent for the principals named therein. I acknowledge my legal responsibilities to the principals.

Agent signs here: ==> /s/ Dennis P. Byrnes

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Dennis P. Byrnes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment

I, Karen Hobbs, have read the foregoing Power of Attorney. I am a person identified therein as an agent for the principals named therein. I acknowledge my legal responsibilities to the principals.

Agent signs here: ==> /s/ Karen Hobbs

State of New York)

County of New York) ss.:

On the 9th day of September in the year before me, the undersigned, personally appeared Karen Hobbs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Christine Moore

Signature and Office of individual taking
acknowledgment