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

SCHEDULE TO
Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

ONLINE RESOURCES CORPORATION
(Name of Subject Company)

ACI WORLDWIDE, INC.
OCELOT ACQUISITION CORP.
(Names of Filing Persons—Offeror)

Common Stock, Par Value $0.0001 Per Share
(Title of Class of Securities)

68273G101
(Cusip Number of Class of Securities)

Dennis P. Byrnes, Esq.
Executive Vice President, Chief Administrative Officer,
General Counsel and Secretary
ACI Worldwide, Inc.
6060 Coventry Drive
Elkhorn, Nebraska 68022
(402) 778-2183
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:

Robert A. Profusek, Esq.
Jones Day
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$136,680,278.35	$18,644

* Estimated for purposes of calculating the filing fee only. This amount is based on the offer to purchase at a purchase price of $3.85 cash per share all shares of common stock of the subject company, which represents (1) 32,949,685 outstanding shares of common stock of the subject company, other than those shares held by Online Resources Corporation, ACI Worldwide, Inc. and Ocelot Acquisition Corp. and their wholly owned subsidiaries, (2) 937,872 shares of common stock of the subject company issuable by the subject company upon the exercise of outstanding stock options pursuant to the subject company's stock option plans and (3) 1,613,814 shares of common stock subject to issued and outstanding restricted share unit awards pursuant to the subject company's stock option plans. The foregoing share figures have been provided by the subject company to the offerors and are as of February 5, 2013, the most recent practicable date before filing.

** The amount of the filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for the fiscal year 2013, issued August 31, 2012, by multiplying the transaction valuation by 0.0001364.

☐ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	Not applicable.	Filing Party:	Not applicable.
Form or Registration No.:	Not applicable.	Date Filed:	Not applicable.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

This Tender Offer Statement on Schedule TO (the "Schedule TO") relates to the offer by Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), at $3.85 per Share in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 7, 2013 (the "Offer to Purchase"), and in the related Letter of Transmittal, copies of which are attached to this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements, collectively constitute the "Offer"). Pursuant to General Instruction F to Schedule TO, the information contained in the Offer to Purchase, including all schedules and annexes to the Offer to Purchase, is incorporated in this Schedule TO by reference in response to items 1 through 11 of this Schedule TO and is supplemented by the information specifically provided for in this Schedule TO. The Transaction Agreement, dated as of January 30, 2013, by and among ACI, Purchaser and ORCC, the Shareholder Agreements, dated as of January 30, 2013, by and among ACI, Purchaser and certain funds affiliated with Tennenbaum Capital Partners, LLC and the Shareholder Agreement, dated as of January 30, 2013, by and among ACI, Purchaser and Joseph L. Cowan, ORCC's President and Chief Executive Officer, copies of which are attached as Exhibits (d)(1), (d)(2), (d)(3), (d)(4) and (d)(5) to this Schedule TO, are incorporated by reference.

Item 1. ***Summary Term Sheet.***

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated by reference.

Item 2. ***Subject Company Information.***

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Online Resources Corporation, a Delaware corporation. ORCC's principal executive offices are located at 4795 Meadow Wood Lane, Chantilly, Virginia 20151. ORCC's telephone number at such address is (703) 653-3100.

(b) This Schedule TO relates to all of the outstanding shares of common stock, par value $0.0001 per share, of ORCC. ORCC has advised us that, as of the close of business, on January 29, 2013, (i) 75,000 Preferred Shares were issued and outstanding (convertible into 4,621,570 Shares pursuant to the Certificate of Designations, Powers, Preferences and Rights of the Series A-1 Convertible Preferred Stock (par value $0.01 per Share) of ORCC (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by ORCC with the Securities and Exchange Commission on July 3, 2006) and the Certificate of Correction to Certificate of Designations, Powers, Preferences and Rights of the Series A-1 Convertible Preferred Stock (par value $0.01 per Share) of ORCC (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed by ORCC with the SEC on September 14, 2006), (ii) 32,949,685 Shares were issued and outstanding, (iii) 937,872 Shares were issuable upon exercise of ORCC stock options and 1,613,814 Shares are issuable under ORCC restricted share units, and (iv) no Shares were issuable, with respect to any person, upon exercise of securities or obligations convertible into or exercisable or exchangeable for, or giving any other person any right to subscribe for or acquire or any options, calls or commitments relating to, or any securities, including any instrument the value of which is determined in whole or in part by reference to the market price or value of, securities of such first person.

(c) The information set forth in Section 6—"Price Range of Shares; Dividends" of the Offer to Purchase is incorporated by reference.

Item 3. ***Identity and Background of Filing Person.***

(a), (b), (c) This Schedule TO is filed by ACI and Purchaser. The information set forth in Section 9 — "Certain Information Concerning Purchaser and ACI" in the Offer to Purchase and in Schedule I of the Offer to Purchase is incorporated by reference.

Item 4. ***Terms of the Transaction.***

(a)(1)(i)-(viii), (x), (xii) The information set forth in Sections 1, 2, 3, 4, 5, 6, 7, 10, 12 and 14—"Terms of the Offer," "Acceptance for Payment and Payment," "Procedure for Tendering Shares," "Withdrawal Rights," "Certain U.S. Federal Income Tax Considerations," "Price Range of Shares; Dividends," "Possible Effects of the Offer on the Market for Shares; Stock Exchange Listing; Registration under the Exchange Act; Margin Regulations," "Source and Amount of Funds," "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" and "Conditions of the Offer" in the Offer to Purchase and in Schedule I of the Offer to Purchase is incorporated by reference.

(a)(1)(ix), (xi) Not applicable.

(a)(2)(i)-(v), (vii) The information set forth in Sections 5, 11 and 12—"Certain U.S. Federal Income Tax Considerations," "Background of the Offer," "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" in the Offer to Purchase and in Schedule I of the Offer to Purchase is incorporated by reference.

(a)(2)(vi) Not applicable.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a), (b) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and "Introduction," and Sections 9, 11 and 12—"Certain Information Concerning Purchaser and ACI," "Background of the Offer" and "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" of the Offer to Purchase is incorporated by reference.

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a), (c)(1), (c)(3)-(c)(7) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and "Introduction," and Sections 6, 7, 12 and 13—"Price Range of Shares; Dividends," "Possible Effects of the Offer on the Market for Shares; Stock Exchange Listing; Registration under the Exchange Act; Margin Regulations," "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" and "Dividends and Distributions" of the Offer to Purchase is incorporated by reference.

(c)(2) Not applicable.

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a) On February 6, 2013, ACI, Wells Fargo Securities, LLC and Wells Fargo Bank, National Association entered into an amended and restated commitment letter (the "Amended and Restated Commitment Letter") in order to have the Marketing Period Expiration Date (as defined in the Amended and Restated Commitment Letter) end on the expiration date of the Offer. The foregoing description of the Amended and Restated Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Commitment Letter, which is filed as Exhibit (b)(2) hereto and is incorporated herein by reference.

The information set forth in Section 10—"Source and Amount of Funds" of the Offer to Purchase is incorporated by reference.

(b), (d) Not applicable.

Item 8. ***Interests in Securities of the Subject Company.***

(a), (b) The information set forth in Sections 9, 11 and 12—"Certain Information Concerning Purchaser and ACI," "Background of the Offer" and "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" of the Offer to Purchase and in Schedule I of the Offer to Purchase is incorporated by reference.

Item 9. ***Persons/Assets Retained, Employed, Compensated or Used.***

(a) The information set forth in Section 16—"Fees and Expenses" of the Offer to Purchase is incorporated by reference.

Item 10. ***Financial Statements.***

(a), (b) Not applicable.

Item 11. ***Additional Information.***

(a)(1) The information set forth in Sections 9 and 12—"Certain Information Concerning Purchaser and ACI" and "Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions" of the Offer to Purchase is incorporated by reference.

(a)(2), (a)(3) The information set forth in Sections 12, 14 and 15—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions," "Conditions of the Offer" and "Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated by reference.

(a)(4) The information set forth in Section 7—"Possible Effects of the Offer on the Market for Shares; Stock Exchange Listing; Registration under the Exchange Act; Margin Regulations" of the Offer to Purchase is incorporated by reference.

(a)(5) The information set forth in Section 15—"Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated by reference.

(b) The information set forth in the Offer to Purchase is incorporated by reference.

Item 12. ***Exhibits.***

Exhibit No.	Description
(a)(1)(A)	Offer to Purchase dated February 7, 2013.
(a)(1)(B)	Form of Letter of Transmittal (including Internal Revenue Service Form W-9).
(a)(1)(C)	Form of Notice of Guaranteed Delivery.
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)	Form of Summary Advertisement published in The Wall Street Journal on February 8, 2013.
* (a)(5)(A)	Press Release, dated January 31, 2013 (incorporated by reference to Exhibit 99.4 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).

Exhibit No.	Description
* (a)(5)(B)	Investor Presentation Materials, dated January 31, 2013 (incorporated by reference to Exhibit 99.5 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (a)(5)(C)	Transcript of Investor Presentation Call, held on January 31, 2013 (incorporated by reference to Exhibit 99.6 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
(a)(5)(D)	Complaint filed on February 6, 2013 in Court of Chancery of the State of Delaware, captioned James J. Scerra v. Joseph L. Cowan, et al. (Case No. 8280).
* (b)(1)	Commitment Letter, dated January 30, 2013, by and among ACI Worldwide, Inc. and Wells Fargo Bank, National Association and Wells Fargo Securities, LLC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
(b)(2)	Amended and Restated Commitment Letter, dated February 6, 2013, by and among ACI Worldwide, Inc. and Wells Fargo Bank, National Association and Wells Fargo Securities, LLC.
* (d)(1)	Transaction Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Online Resources Corporation (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (d)(2)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Special Value Opportunities Fund, LLC (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (d)(3)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Special Value Expansion Fund, LLC (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (d)(4)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Joseph L. Cowan (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (d)(5)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Tennenbaum Opportunities Partners V, LP (incorporated by reference to Exhibit 3 to the Schedule 13D filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 4, 2013).

* Previously filed.

Item 13. ***Information Required by Schedule 13e-3.***

Not applicable.

SIGNATURES

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

Date: February 7, 2013

ACI WORLDWIDE, INC.

By: /s/ Dennis P. Byrnes
Name: Dennis P. Byrnes
Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

OCELOT ACQUISITION CORP.

By: /s/ Dennis P. Byrnes
Name: Dennis P. Byrnes
Title: President

EXHIBIT INDEX

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* (d)(4)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Joseph L. Cowan (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on January 31, 2013).
* (d)(5)	Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Tennenbaum Opportunities Partners V, LP (incorporated by reference to Exhibit 3 to the Schedule 13D filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 4, 2013).

* Previously filed.

Exhibit (a)(1)(A)

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Online Resources Corporation
at
$3.85 Per Share
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, MARCH 8, 2013, UNLESS THE OFFER IS EXTENDED (THE "EXPIRATION DATE").

Ocelot Acquisition Corp., a Delaware corporation ("Purchaser"), is offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), at a price of $3.85 per Share in cash, without interest (the "Offer Price"), on the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (together with the Offer to Purchase, the "Offer"). All references to this Offer to Purchase, the Letter of Transmittal and the Offer include any amendments or supplements to these documents.

Payment of the Offer Price will be subject to any applicable withholding taxes. **No interest will be paid on the Offer Price, regardless of any extension of the Offer or any delay in making payment for the Shares.**

The Offer is being made pursuant to the Transaction Agreement (the "Transaction Agreement"), dated January 30, 2013, among ACI Worldwide, Inc., a Delaware corporation ("ACI"), Purchaser and ORCC. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transaction" for a description of the Transaction Agreement. The Offer is subject to the conditions described in Section 14—"Conditions of the Offer".

The Transaction Agreement provides that if the Offer is completed and the conditions described in this Offer to Purchase are satisfied, Purchaser will merge with and into ORCC (the "Merger"), with ORCC becoming a wholly owned subsidiary of ACI. Holders of Shares will be paid the same price in the Merger as the Offer.

ORCC'S BOARD OF DIRECTORS (THE "ORCC BOARD") HAS UNANIMOUSLY APPROVED AND DECLARED ADVISABLE THE TRANSACTION AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER. THE ORCC BOARD RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES INTO THE OFFER. FOR INFORMATION WITH RESPECT TO THE POSITION OF THE ORCC BOARD WITH RESPECT TO THE OFFER, PLEASE REVIEW ORCC'S SCHEDULE 14D-9, WHICH IS BEING DISTRIBUTED TO SHAREHOLDERS TOGETHER WITH THIS OFFER TO PURCHASE.

The Offer is subject to the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the absence of any material adverse effect with respect to ORCC and other customary conditions.

The Offer is also conditioned upon there being validly tendered and not properly withdrawn prior to the Expiration Date that number of Shares that, together with any other shares of ORCC capital stock beneficially owned by ACI and its subsidiaries and the shares of ORCC's Series A-1 Convertible Preferred Stock (the "Preferred Shares") to be acquired by Purchaser in a privately negotiated transaction immediately following consummation of the Offer, constitute a majority of the total number of Shares on an as-converted, fully diluted basis. See Section 14—"Conditions of the Offer." The Shareholder Agreement Parties (as defined below) have agreed to tender their Shares in the Offer and the Preferred Shareholders (as defined below) have agreed to sell the Preferred Shares to Purchaser immediately after the completion of the Offer. Together, these Shares and the Preferred Shares collectively represent 22.3% of the Shares on a fully diluted basis. These commitments terminate if the ORCC Board terminates the Transaction Agreement to accept a Superior Proposal (as defined below) and in certain other events. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—ORCC Board Recommendation; ORCC Change of Recommendation."

A summary of the principal terms of the Offer appears on pages (ii) through (iv). You should read this entire document carefully before deciding whether to tender your Shares.

INSTRUCTIONS ON HOW TO TENDER

Detailed instructions are contained in the Letter of Transmittal and in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase. If you do not wish to tender your Shares in the Offer, there is nothing further you must do. If you wish to tender all or any portion of your Shares in the Offer, this is a summary of what you must do:

- If you hold your Shares through a broker, bank or trust company, you must contact your broker or bank and give instructions that your Shares be tendered.
- If you are a record holder (*i.e.*, a stock certificate has been issued to you), you must complete and sign the enclosed Letter of Transmittal and send it with the certificates representing Shares tendered to American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the "Depositary"), or follow the procedures for book-entry transfer set forth in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase. These materials must reach the Depositary before the Expiration Date.
- If you are a record holder but your stock certificate is not available or you may not deliver it to the Depositary before the Expiration Date, you may be able to tender your Shares using the enclosed Notice of Guaranteed Delivery. Please call Innisfree M&A Incorporated (the "Information Agent"), toll free at (888) 750-5834 or collect at (212) 750-5833 for assistance.

THIS OFFER TO PURCHASE AND RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND YOU SHOULD READ BOTH CAREFULLY AND IN THEIR ENTIRETY BEFORE MAKING A DECISION WITH RESPECT TO THE OFFER. YOU ARE URGED TO OBTAIN A CURRENT MARKET QUOTATION FOR THE SHARES. SEE SECTION 6—"PRICE RANGE OF SHARES; DIVIDENDS." *Questions, requests for assistance or requests for additional copies of the documents referred to herein may be directed to the Information Agent below. Copies of the offer materials may also be found at the website maintained by the U.S. Securities and Exchange Commission at www.sec.gov.*

The Information Agent for the Offer is:

501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders May Call Toll Free: (888) 750-5834
Banks and Brokers May Call Collect: (212) 750-5833

February 7, 2013

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SUMMARY TERM SHEET

This summary term sheet highlights material provisions of this Offer to Purchase and may not contain all of the information that is important to you. This summary term sheet is not meant to be a substitute for the information contained in the remainder of this Offer to Purchase, and you should carefully read the remainder of this Offer to Purchase and in the related Letter of Transmittal in their entirety.

Tender Offer; Offer Price:	Tender offer for all outstanding shares of common stock, par value $0.0001 per share, of Online Resources Corporation (the "Shares") for $3.85 per Share in cash, without interest, on the terms and subject to the conditions of the Offer.
Expiration Date:	12:00 midnight, New York City time, on Friday, March 8, 2013. The Expiration Date will be extended by Purchaser in accordance with the Transaction Agreement.
Purchaser:	Ocelot Acquisition Corp. ("Purchaser"), a direct wholly owned subsidiary of ACI Worldwide, Inc. ("ACI")
Minimum Condition:	One of the conditions to Purchaser's obligation to complete the Offer is that there shall have been validly tendered to Purchaser in the Offer and not withdrawn that number of Shares that, together with any other shares of Company capital stock of ORCC beneficially owned by ACI or its subsidiaries and the Shares to be acquired by Purchaser pursuant to the Shareholders Agreements, constitute a majority of the outstanding shares of capital stock of ORCC, calculated on a as converted, fully diluted basis (this condition is referred to as the "Minimum Condition").
Other Conditions:	Purchaser is not required to complete the Offer unless, among other things: • the applicable waiting period (and any extension of such applicable waiting period) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, has expired or has terminated (the "Antitrust Condition"); • there are no actions, suits, claims, litigations or proceedings by or on behalf of any governmental authority pending or threatened in writing against ORCC, ACI or Purchaser or any of their respective officers or directors, that could reasonably be expected to materially adversely affect the ability of ACI to own or control ORCC or to consummate the transactions contemplated by the Transaction Agreement or seeks to enjoin any of the transactions contemplated by the Transaction Agreement or obtain damages therefrom and which ACI's board of directors determines in good faith, after consultation with counsel, is or could reasonably be expected to be of material adverse significance (the "Litigation Condition"); and • other customary conditions are satisfied or waived. The conditions of the Offer are described in Section 14—"Conditions of the Offer." Purchaser may waive some of the conditions to the Offer without the consent of ORCC. Purchaser may not, however, waive the Minimum Condition without the consent of ORCC. See also Section 15—"Certain Legal Matters; Regulatory Approvals" for a description of the antitrust approvals required with respect to the Offer.

Financing:	The completion of the Offer is not conditioned upon obtaining or funding of any financing arrangements. All or a portion of the approximately $292 million to fund the Offer and related expenses is expected to come from borrowings pursuant to the financing commitments described in Section 10—"Source and Amount of Funds."
ORCC Board Recommendation:	The ORCC Board unanimously recommends that ORCC shareholders (the "Shareholders") tender their Shares into the Offer and, if necessary under applicable law, vote their Shares to adopt the Transaction Agreement in the Merger. See Section 11—"Background of the Offer."
Withdrawal Rights:	You may withdraw some or all of the Shares that you previously tendered into the Offer at any time prior to the Expiration Date of the Offer (as it may be extended). Once Purchaser accepts your tendered Shares for payment upon expiration of the Offer, however, you will no longer be able to withdraw them. In addition, you may not withdraw Shares tendered during a Subsequent Offering Period. To withdraw Shares from the Offer, you must deliver a written notice of withdrawal with the required information to American Stock Transfer & Trust Company, LLC, the Depositary for the Offer, while you have the right to withdraw the shares. If you tendered Shares by giving instructions to a broker, bank, trust company or other nominee, you must instruct the broker, bank, trust company or other nominee to arrange to withdraw your Shares. See Section 4—"Withdrawal Rights."
Recent Share Trading Prices:	The closing price for Shares was $2.10 per share on January 30, 2013, the last full trading day before ACI, Purchaser and ORCC announced the Transaction Agreement. The Offer Price represents an 83.3% premium over the January 30, 2013 closing price. You should obtain a current quote for the market price of Shares. See Section 6—"Price Range of Shares; Dividends." If the Offer is successful, the Shares may continue to be traded on the Nasdaq Global Select Market ("NASDAQ") until the time of the Merger, although Purchaser expects trading volume to be significantly below its pre-Offer level. The time period between completion of the Offer and the Merger could be very short.
Certain U.S. Federal Income Tax Considerations:	In general, your sale of Shares for cash will be a taxable transaction for U.S. federal income tax purposes. You should consult your tax advisor about the tax consequences to you of tendering your Shares into the Offer in light of your particular circumstances. See Section 5—"Certain U.S. Federal Income Tax Considerations."
Purchase of Preferred Shares; Shareholder Agreements:	Tennenbaum Opportunities Partners V, LP ("TOPV"), Special Value Opportunities Fund, LLC ("SVOF") and Special Value Expansion Fund, LLC ("SVEF" and, together with SVOF, the "Preferred Shareholders" and the Preferred Shareholders, together with TOPV, the "Tennenbaum Parties") have agreed to tender, and not withdraw, the Shares they beneficially own in the Offer and sell their Preferred Shares to Purchaser in a privately negotiated transaction immediately following consummation of the Offer. Joseph L. Cowan, ORCC's President and Chief Executive Officer, has agreed to tender, and not withdraw, all of the Shares he beneficially owns in the Offer. Mr. Cowan and the Tennenbaum Parties are referred to herein together as the "Shareholder Agreement Parties" and individually each as a "Shareholder Agreement Party". The securities held by the Shareholder Agreement Parties represent an aggregate of 22.3% of the Shares on an as-converted, fully diluted basis (including RSUs that vest within 60 days of the date hereof, but excluding options even if they vest within 60 days since options cannot be

tendered in the Offer unless they are exercised prior to tender). The Shareholder Agreement Parties have also agreed to take certain actions in support of the Offer and the Merger on the terms and conditions set forth in the Shareholder Agreements.

The Shareholder Agreements terminate in certain events, including if the ORCC Board terminates the Transaction Agreement in order to accept a Superior Proposal. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transaction—the Shareholder Agreements" for a description of the Shareholder Agreements.

QUESTIONS AND ANSWERS RELATING TO THE OFFER

The following are answers to some of the questions you, as a Shareholder, may have about the Offer. You should carefully read the remainder of this Offer to Purchase and the Letter of Transmittal and the other documents to which this Offer to Purchase refers because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.

Who is offering to buy my securities?

Ocelot Acquisition Corp. is offering to buy your securities. Ocelot is a Delaware corporation formed for the purpose of acquiring all of the Shares and the Preferred Shares and is a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation. See the "Introduction" to this Offer to Purchase and Section 9—"Certain Information Concerning Purchaser and ACI."

When does Purchaser expect the Offer to be completed?

Purchaser intends to complete the Offer as soon as it can. The Expiration Date of the Offer is 12:00 midnight, New York City time, on Friday, March 8, 2013, subject to the satisfaction or waiver of the conditions to the Offer. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—Extensions of the Offer."

Can the Expiration Date be extended and, if so, under what circumstances?

The Offer will be extended if any of the conditions specified in Section 14—"Conditions of the Offer" are not satisfied prior to the scheduled Expiration Date, but not beyond the termination of the Transaction Agreement. **Notice of extension of the Expiration Date will be made by public announcement no later than 9:00 a.m., New York City time, on the next business day after the Expiration Date.**

A Subsequent Offering Period would not be an extension of the Offer. Rather, a Subsequent Offering Period would be an additional period of time, beginning after Purchaser has accepted the Shares tendered in the Offer, during which Shareholders may tender any Shares not previously tendered in the Offer may tender their Shares and receive the same consideration provided in the Offer. Purchaser will provide a Subsequent Offering Period of up to 20 business days if all of the other conditions of the Offer are satisfied or waived, but Purchaser receives less than 90% of the outstanding Shares in the Offer.

How do I tender my Shares?

If you wish to accept the Offer, this is what you must do:

- If you hold your Shares through a broker or bank, you must contact your broker or bank and give instructions that your Shares be tendered. See Section 3—"Procedure for Tendering Shares" for further details.
- If you are a record holder (*i.e.*, a stock certificate has been issued to you), you must complete and sign the enclosed Letter of Transmittal and send it with the certificates representing Shares tendered to the Depositary, or follow the procedures for book-entry transfer set forth in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase. These materials must reach the Depositary before the Expiration Date. All signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP)

and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad—15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (each, an "Eligible Institution"), unless the Shares tendered are tendered (i) by a registered holder of Shares who has not completed either the box labeled "Special Payment Instructions" or the box labeled "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. Detailed instructions are contained in the Letter of Transmittal and in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase. See Section 3—"Procedure for Tendering Shares" for a description of the terms of the Letter of Transmittal and the representations, warranties and covenants required to be made and agreed to by a tendering Shareholder and the Shareholder Agreement Parties in it.

- If you are a record holder but your stock certificate is not available or you may not deliver it to the Depositary before the Expiration Date, you may be able to tender your shares using the enclosed Notice of Guaranteed Delivery. Please call the Information Agent toll free at (888) 750-5834 or collect at (212) 750-5833 for assistance. See Section 3—"Procedure for Tendering Shares" for further details.

Will I have to pay any fees or commissions?

If you are the record holder of your Shares (*i.e.*, a stock certificate has been issued to you) and you directly tender your shares to Purchaser in the Offer, you will not have to pay brokerage fees or similar expenses. If you own your shares through a broker, banker or other nominee, and your broker tenders your shares on your behalf, your broker, banker or other nominee may charge you a fee for doing so. You should consult your broker, banker or other nominee to determine whether any charges will apply.

Do ACI and Purchaser have the financial resources to make payment?

Yes. ACI and Purchaser estimate that Purchaser will need approximately $292 million to purchase all Shares validly tendered in the Offer, to purchase all Preferred Shares from the holders of such shares, to pay the Merger Consideration in connection with the Merger and to pay related fees and expenses. All or a portion of the approximately $292 million is expected to come from borrowings pursuant to the financing commitments given to ACI by Wells Fargo, the arranger, and Wells Fargo Bank under ACI's Existing Facility. These commitments are described below in Section 10—"Source and Amount of Funds." The completion of the Offer is not conditioned upon obtaining or funding of ACI's financing commitments.

Will the Offer be followed by a Merger?

Yes, unless the conditions to the Merger are not satisfied or waived. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—Conditions to the Merger." If the Merger takes place, all of the Shares not held by ACI, Purchaser, ORCC and any Shareholders who validly exercise their appraisal rights in connection with the Merger, will receive $3.85 per share in cash (or any higher price per share that is paid in the Offer), without interest.

What is the "Top-Up Option" and when will it be exercised?

Pursuant to the Transaction Agreement, in order to facilitate a short-form Merger following completion of the Offer, ORCC has granted to Purchaser an option to purchase from it, at a per Share price equal to the Offer Price, a number of Shares that, when added to the number of Shares beneficially owned by ACI at the time of exercise of the Top-Up Option, constitutes 90% of the number of Shares that will be outstanding immediately after the issuance of the Top-Up Option Shares. This option is referred to as the "Top-Up Option." Purchaser

may not exercise the Top-Up Option if the number of Shares subject to the Top-Up Option exceeds the number of authorized Shares available for issuance and not otherwise reserved for issuance pursuant to obligations of ORCC. On a fully diluted basis, the maximum number of Shares that ORCC may issue pursuant to the Top-Up Option is 29,877,059 Shares. Accordingly, because of the limited number of Shares that are authorized and issuable by ORCC, the Top-Up Option may only be exercised if, after giving effect to all Shares tendered and not validly withdrawn in the Offer, Purchaser and ACI own, directly or indirectly, 82.6% of the Shares outstanding. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement."

Will a meeting of the Shareholders be required to approve the Merger?

If Purchaser, ACI and any of ACI's subsidiaries, collectively, acquire 90% of the total outstanding Shares and 90% of the total outstanding Preferred Shares (the "Short-Form Threshold"), ACI and Purchaser will be able to effect the Merger as a short-form merger under Delaware law, without a meeting of the Shareholders and without a vote or any further action by the Shareholders. If the Short-Form Threshold is not met, then under Delaware law, the affirmative vote of the holders of at least a majority of the outstanding shares of capital stock of the Company (giving effect to the conversion of the Preferred Shares) entitled to vote will be required to adopt the Transaction Agreement. If a vote of the Shareholders is required, ORCC will, at ACI's request, take all actions necessary in accordance with applicable law, the rules of NASDAQ and Delaware law and ORCC's organizational documents to duly call, give notice of, convene and hold a meeting of Shareholders for this purpose.

If Purchaser successfully complete the Offer, what will happen to the ORCC Board?

If the Offer is consummated and Purchaser acquires the Preferred Shares from the Preferred Shareholders pursuant to the applicable Shareholder Agreements, Purchaser will have the right to designate a majority of the directors to the ORCC Board as Purchaser will own a majority of ORCC's outstanding voting stock. Therefore, if Purchaser (i) accepts Shares for payment pursuant to the Offer and (ii) acquires the Preferred Shares from the Preferred Shareholders pursuant to the applicable Shareholder Agreements, ACI will obtain control of the management of ORCC shortly thereafter. However, prior to the effective time of the Merger, the approval of a majority of ORCC's independent directors then in office who were not designated by Purchaser will be required for ORCC to authorize any termination of the Transaction Agreement by ORCC, any amendment of the Transaction Agreement, any extension by ORCC of the time for the performance of any of the obligations or other acts of ACI or Purchaser, or any waiver of any term under the Transaction Agreement or other action adversely affecting the rights of Shareholders (other than ACI or Purchaser). See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions."

Will ORCC continue as a public company following the Offer and/or the Merger?

If the Merger occurs, ORCC will become a wholly owned subsidiary of ACI and will no longer be publicly owned. Even if the Merger does not occur, if Purchaser acquires Shares in the Offer, there may be so few remaining Shareholders and publicly held shares that the Shares will no longer be eligible to be traded on the NASDAQ or any other securities market, there may not be a public trading market for the Shares, and ORCC may cease making filings with the SEC or otherwise cease being required to comply with applicable law and SEC rules relating to publicly held companies.

Are dissenters' or appraisal rights available in either the Offer and/or the Merger?

No dissenters' or appraisal rights are available in connection with the Offer. However, upon consummation of the Merger, Shareholders who have not tendered their Shares in the Offer and who, if a Shareholder vote is required, do not vote in favor of the Merger will have rights under Delaware law to dissent from the Merger and

demand appraisal of their Shares. Any Shareholders at the time of a "short form" merger under Delaware law would also be entitled to exercise dissenters' rights pursuant to such a "short form" merger. Any Shareholders who perfect dissenters' rights by complying with the procedures set forth in Section 262 of the General Corporation Law of the State of Delaware will be entitled to receive a cash payment equal to the "fair value" of their Shares, as determined by a Delaware court. See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—Appraisal Rights."

Whom can I talk to if I have questions about the Offer?

You can call the Information Agent toll free at (888) 750-5834 or collect at (212) 750-5833 for assistance. See the back cover of the Offer to Purchase for additional contact information for the Information Agent.

INTRODUCTION

Ocelot Acquisition Corp. ("Purchaser") is offering to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation ("ORCC"), without interest, on the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal (which, together with any amendments or supplements, collectively constitute the "Offer") at a price of $3.85 per Share in cash, without interest (the "Offer Price"). All references to this Offer to Purchase, the Letter of Transmittal and the Offer include any amendments or supplements to the Offer to Purchase and the Letter of Transmittal, respectively. The Offer Price will be subject to any applicable withholding taxes. See Section 5—"Certain U.S. Federal Income Tax Considerations" for a description of certain U.S. federal income tax considerations related to the sale of Shares in the Offer and the Merger. No interest will be paid on the Offer Price, regardless of any extension of the Offer or any delay in making payment for the Shares.

Purchaser is making the Offer pursuant to the Transaction Agreement, dated as of January 30, 2013, by and among ACI Worldwide, Inc. ("ACI"), Purchaser and ORCC (the "Transaction Agreement"). Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement" contains a more detailed description of the Transaction Agreement. **The Offer is conditioned upon the fulfillment of the conditions described in Section 14—"Conditions of the Offer." Purchaser may waive some of the conditions to the Offer without the consent of ORCC. Purchaser may not, however, waive the Minimum Condition without the consent of ORCC. The Offer will expire at 12:00 midnight, New York City time, on Friday, March 8, 2013, unless Purchaser extends the Offer.**

ORCC'S BOARD OF DIRECTORS (THE "ORCC BOARD") HAS UNANIMOUSLY APPROVED AND DECLARED ADVISABLE THE TRANSACTION AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING EACH OF THE OFFER AND THE MERGER. THE ORCC BOARD RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES INTO THE OFFER. FOR INFORMATION WITH RESPECT TO THE POSITION OF THE ORCC BOARD WITH RESPECT TO THE OFFER, PLEASE REVIEW THE SCHEDULE 14D-9 OF ORCC THAT IS BEING DISTRIBUTED TOGETHER WITH THIS OFFER TO PURCHASE.

In connection with the execution and delivery of the Transaction Agreement, ACI and Purchaser entered into separate Shareholder Agreements, dated as of January 30, 2013 (collectively, the "Shareholder Agreements"), with certain funds associated with Tennenbaum Capital Partners, LLC and Joseph L. Cowan, ORCC's President and Chief Executive Officer (collectively, the "Shareholder Agreement Parties" and individually each a "Shareholder Agreement Party"). Pursuant to such Shareholder Agreements, the Shareholder Agreement Parties have agreed, on the terms and subject to the conditions set forth in the Shareholder Agreements, to tender in the Offer the Shares beneficially owned by them immediately following consummation of the Offer and the Tennenbaum Parties agreed to sell to Purchaser all shares of Series A-1 Convertible Preferred Stock (the "Preferred Shares") owned by them for cash immediately following the date on which Purchaser accepts for payment the Shares validly tendered in the Offer. As of the date of this Offer to Purchase, the Shares and the Preferred Shares subject to the Shareholder Agreements collectively constitute approximately 22.3% of the Shares on an as-converted, fully diluted basis (including RSUs that vest within 60 days of the date hereof, but excluding options even if they vest within 60 days since options cannot be tendered in the Offer unless they are exercised prior to tender). The Shareholder Agreements terminate in certain events, including if the ORCC Board terminates the Transaction Agreement in order to accept a Superior Proposal (as defined below). See Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Shareholder Agreements" for a description of the Shareholder Agreements.

ORCC has advised ACI and Purchaser that, to the best of ORCC's knowledge, each executive officer and director of ORCC currently intends to tender all Shares held of record or beneficially owned by such person into the Offer. ORCC has informed Purchaser and ACI that, as of the date of this Offer to Purchase, ORCC's directors and executive officers (including Mr. Cowan) beneficially own in the aggregate 1,170,913 Shares that are eligible for tender in the Offer, which Shares represent 2.9% of the Shares on an as-converted, fully diluted basis (including RSUs that vest within 60 days of the date hereof, but excluding options even if they vest within 60 days since options cannot be tendered in the Offer unless they are exercised prior to tender). These Shares exclude Shares owned by the Preferred Shareholders that may be deemed to be beneficially owned by one of ORCC's directors. Mr. Cowan's Shares that are subject to his Shareholder Agreement and that are eligible for tender in the Offer represent 1.4% of the Shares as calculated above.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND YOU SHOULD CAREFULLY READ BOTH IN THEIR ENTIRETY BEFORE YOU MAKE A DECISION WITH RESPECT TO THE OFFER.

THE OFFER

1. *Terms of the Offer*.

On the terms and subject to the conditions set forth in the Offer, Purchaser will accept for payment and pay the Offer Price for all Shares that are validly tendered and not withdrawn in accordance with the procedures set forth in Section 3—"Procedure for Tendering Shares" on or prior to the Expiration Date. "Expiration Date" means 12:00 midnight, New York City time, on Friday, March 8, 2013, unless extended, in which event "Expiration Date" means the latest time and date at which the Offer, as so extended, will expire.

The Offer is conditioned upon, among other things:

- The Minimum Condition; and
- the Antitrust Condition.

The Offer is also subject to other customary conditions, including the absence of a material adverse effect with respect to ORCC. See Section 14—"Conditions of the Offer" and Section 15—"Certain Legal Matters; Regulatory Approvals." Purchaser may waive some of the conditions to the Offer without the consent of ORCC. Purchaser may not, however, waive the Minimum Condition without the consent of ORCC. ORCC has advised ACI and Purchaser that, as of the close of business, on January 29, 2013, there were 40,122,914 Shares on a fully diluted basis.

Purchaser will, if any condition to the Offer is not satisfied or waived on any scheduled Expiration Date, extend the Expiration Date for one or more periods of five business days. During any extension of the Offer, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to the tendering Shareholders' rights to withdraw such Shares. See Section 4—"Withdrawal Rights" and Section 14—"Conditions of the Offer."

In accordance with Rule 14d-11 under the Exchange Act and the Transaction Agreement, if all of the conditions to the Offer are satisfied or waived but the number of Shares validly tendered and not withdrawn, together with the Shares held by ACI and Purchaser, if any, is less than 90% of the then-outstanding number of Shares, then, upon the Expiration Date and the initial purchase of Shares by Purchaser on the Acceptance Date, Purchaser will provide a Subsequent Offering Period for an aggregate period not to exceed 20 Business Days (for all such extensions) and Purchaser will (i) give the required notice of such Subsequent Offering Period and (ii) accept and promptly pay for all Shares tendered as of such applicable expiration date.

If provided, a Subsequent Offering Period will be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which Shareholders may tender any Shares not previously tendered in the Offer. If a Subsequent Offering Period is made available:

- it will remain open for such period or periods as Purchaser will specify (but no less than three business days);
- Shares may be tendered in the same manner as was applicable to the Offer except that any Shares tendered may not be withdrawn;
- Purchaser will immediately accept and promptly pay for Shares as they are tendered; and
- the price per Share will be the same as the Offer Price.

Pursuant to Rule 14d-7(a)(2) under the Exchange Act, withdrawal rights do not apply to Shares tendered during a Subsequent Offering Period. A Subsequent Offering Period, if one is provided, is not an extension of the Offer, which already would have been completed. For purposes of the Offer, a "business day" means any day other than a day on which banks in New York City are required or authorized to be closed.

If Purchaser provides or extends a Subsequent Offering Period, Purchaser will make a public announcement of such Subsequent Offering Period or extension no later than 9:00 a.m., New York City time, on the next business day after the Expiration Date or the date of termination of the prior Subsequent Offering Period.

Purchaser also reserves the right to waive, in whole or in part, any of the conditions to the Offer and to change the Offer Price; except that ORCC's prior written consent is required for Purchaser to:

- decrease the Offer Price or change the form of consideration payable pursuant to the Offer;
- reduce the maximum number of Shares to be purchased in the Offer;
- impose conditions to the Offer in addition to those set forth in Section 14—"Conditions of the Offer";
- waive or change the Minimum Condition; or
- amend any other term of the Offer in a manner adverse to ORCC or its Shareholders.

If Purchaser makes a material change in the terms of the Offer or waive a material condition to the Offer, Purchaser will disseminate additional tender Offer materials to the extent required by applicable law. The minimum period during which a tender Offer must remain open following material changes in the terms of the Offer, other than a change in price or a change in percentage of securities sought, depends upon the facts and circumstances, including the materiality of the changes. In a published release, the SEC has stated that in its view an Offer must remain open for a minimum period of time following a material change in the terms of such Offer and that the waiver of a condition such as the Minimum Condition is a material change in the terms of an Offer. The release states that an Offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to Shareholders, and that if material changes are made with respect to information that approaches the significance of price and the percentage of securities sought, a minimum of ten business days generally must be required to allow adequate dissemination and investor response. Accordingly, if, prior to the Expiration Date, Purchaser increases the consideration to be paid for Shares in the Offer, and if the Offer is scheduled to expire at any time before the expiration of a period of ten business days from, and including, the date that notice of such increase is first published, sent or given in the manner specified below, Purchaser will extend the Offer at least until the expiration of that period of ten business days. **If, prior to the Expiration Date, Purchaser increases the consideration being paid for Shares accepted for payment pursuant to the Offer, such increased consideration will be paid to all Shareholders whose Shares are purchased pursuant to the Offer, whether or not such Shares were tendered prior to the announcement of the increase in consideration.**

Any extension, termination or amendment of the Offer will be followed as promptly as practicable by a public announcement of such extension, termination or amendment. Without limiting the manner in which Purchaser may choose to make any public announcement, Purchaser will have no obligation (except as otherwise required by applicable law) to publish, advertise or otherwise communicate any such public announcement other than by making a release to the Dow Jones News Service. In the case of an extension of the Offer, Purchaser will make a public announcement of such extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

ORCC has provided Purchaser with its Shareholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. Purchaser will send this Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the Shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. *Acceptance for Payment and Payment*.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), Purchaser will accept for payment and pay for all Shares

validly tendered and not properly withdrawn prior to the Expiration Date promptly after the later of (i) the Expiration Date and (ii) the satisfaction or waiver of the conditions of the Offer set forth in Section 14—"Conditions of the Offer." Purchaser may waive some of the conditions to the Offer without the consent of ORCC. Purchaser may not, however, waive the Minimum Condition without the consent of ORCC. If Purchaser provides a Subsequent Offering Period, Purchaser will immediately accept and promptly pay for Shares as they are tendered during the Subsequent Offering Period. Notwithstanding the foregoing, subject to the terms and conditions of the Transaction Agreement and any applicable rules and regulations of the SEC, including Rule 14(e)-1(c) under the Exchange Act, Purchaser reserves the right, in its sole discretion and subject to applicable law, to delay the acceptance for payment or payment for Shares until satisfaction of all conditions to the Offer relating to governmental or regulatory approvals specified in Section 15—"Certain Legal Matters; Regulatory Approvals." For information with respect to approvals that Purchaser is or may be required to obtain prior to the completion of the Offer, including under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, see Section 15—"Certain Legal Matters; Regulatory Approvals."

Purchaser will pay for Shares accepted for payment pursuant to the Offer by depositing the Offer Price with the Depositary, which will act as the tendering Shareholders' agent for the purpose of receiving payments from Purchaser and transmitting such payments to the tendering Shareholders. Upon the deposit of such funds with the Depositary, Purchaser's obligation to make such payment will be satisfied, and tendering Shareholders must thereafter look solely to the Depositary for payment of amounts owed to them by reason of the acceptance for payment of Shares pursuant to the Offer.

In all cases (including during any Subsequent Offering Period), payment for Shares that are accepted for payment will be made only after timely receipt by the Depositary of:

- certificates for such Shares (or of a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (defined in Section 3—"Procedure for Tendering Shares—Book-Entry Delivery")),
- a properly completed and duly executed Letter of Transmittal, with any required signature guarantees or an Agent's Message (defined in Section 3—"Procedure for Tendering Shares—Book-Entry Delivery") in connection with a book-entry transfer, and
- any other documents required by the Letter of Transmittal.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment tendered Shares when, as and if Purchaser gives oral or written notice of its acceptance to the Depositary. See Section 3—"Procedure for Tendering Shares" for a description of the procedure for tendering Shares pursuant to the Offer.

Under no circumstances will Purchaser pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any extension of the Offer or any delay in making such payment.

If Purchaser does not accept for payment any tendered Shares pursuant to the Offer for any reason, or if the tendering Shareholders submit certificates for more Shares than are tendered, Purchaser will return certificates (or issue new certificates) representing unpurchased or untendered Shares, without expense to such tendering Shareholders (or, in the case of Shares delivered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3—"Procedure for Tendering Shares," the Shares will be credited to an account maintained at the Book-Entry Transfer Facility), promptly following the expiration, termination or withdrawal of the Offer.

Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer or prejudice the tendering Shareholders' rights to receive payment for Shares validly tendered and accepted for payment.

3. *Procedure for Tendering Shares*.

Valid Tender of Shares. Except as set forth below, in order for Shareholders to tender Shares into the Offer, the Depositary must receive the Letter of Transmittal, properly completed and signed, together with any required signature guarantees or an Agent's Message in connection with a book-entry delivery of Shares, and any other documents that the Letter of Transmittal requires, at one of its addresses set forth on the back cover of this Offer to Purchase on or prior to the Expiration Date and either (i) the tendering Shareholder must deliver certificates representing tendered Shares to the Depositary or the tendering Shareholder must cause his Shares to be tendered pursuant to the procedure for book-entry transfer set forth below and the Depositary must receive timely confirmation of the book-entry transfer of the Shares into the Depositary's account at the Book—Entry Transfer Facility or (ii) such tendering Shareholder must comply with the guaranteed delivery procedures set forth below.

For purposes of the Offer, "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a book-entry confirmation stating that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such book-entry confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce that agreement against the participant.

The method of delivery of Shares and all other required documents, including through the Book-Entry Transfer Facility, is at the tendering Shareholder's election and sole risk, and delivery will be deemed made only when actually received by the Depositary. If certificates for Shares are sent by mail, Purchaser recommends tendering Shareholders use registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date. In all cases, tendering Shareholders should allow sufficient time to ensure timely delivery.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering Shareholder's acceptance of the Offer, as well as such tendering Shareholder's representation and warranty that (i) such tendering Shareholder owns the Shares being tendered within the meaning of Rule 14e-4 under the Exchange Act, (ii) the tender of such Shares complies with the rules prohibiting so-called "short tenders" under Rule 14e-4 under the Exchange Act, and (iii) such tendering Shareholder has the full power and authority to tender, sell, assign and transfer the Shares tendered, as specified in the Letter of Transmittal. Purchaser's acceptance for payment of Shares tendered by the tendering Shareholder pursuant to the Offer will constitute a binding agreement between such tendering Shareholder and Purchaser with respect to such Shares, upon the terms and subject to the conditions of the Offer.

Book-Entry Delivery. The Depositary will establish an account with respect to the Shares for purposes of the Offer at The Depository Trust Company (the "Book-Entry Transfer Facility") within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may deliver Shares by causing the Book-Entry Transfer Facility to transfer its Shares into the Depositary's account in accordance with the procedures of the Book-Entry Transfer Facility. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal properly completed and duly executed together with any required signature guarantees or an Agent's Message in lieu of the Letter of Transmittal and any other required documents must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or the guaranteed delivery procedure described below must be complied with. Required documents must be transmitted to and received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

Signature Guarantees. All signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized

Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Exchange Act) (each, an "Eligible Institution"), unless the Shares tendered are tendered (i) by a registered holder of Shares who has not completed either the box labeled "Special Payment Instructions" or the box labeled "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made to, or certificates for unpurchased Shares are to be issued or returned to, a person other than the registered holder, then the tendered certificates for Shares must be endorsed or accompanied by appropriate stock powers, signed exactly as the name or names of the registered holder or holders appear on the certificates for Shares, with the signatures on the certificates for Shares or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

If the certificates representing the Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates for Shares.

Guaranteed Delivery. If a Shareholder wishes to tender Shares pursuant to the Offer and cannot deliver his Shares and all other required documents to the Depositary by the Expiration Date or may not complete the procedure for delivery by book-entry transfer on a timely basis, such Shareholder may nevertheless tender such Shares if all of the following conditions are met:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery in the form provided by Purchaser with this Offer to Purchase is received by the Depositary (as provided below) by the Expiration Date; and
- the certificates for all such tendered Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal together with any required signature guarantee (or an Agent's Message) and any other required documents, are received by the Depositary within three NASDAQ trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such notice.

Backup U.S. Federal Income Tax Withholding; Internal Revenue Service Forms. Under the U.S. federal income tax laws, the Depositary generally will be required to backup withhold at the applicable statutory rate (currently 28%) from any payments made pursuant to the Offer unless the tendering Shareholder provides the Depositary with his or her correct taxpayer identification number and certify that he or she is not subject to such backup withholding by completing the Internal Revenue Service Form W-9 included in the Letter of Transmittal or otherwise establish an exemption from backup withholding. If the tendering Shareholder is a nonresident alien or foreign entity, such tendering Shareholder generally will not be subject to backup withholding if such tendering Shareholder certifies his or her foreign status on the appropriate Internal Revenue Service Form W-8.

Appointment of Proxy. By executing a Letter of Transmittal, a tendering Shareholder irrevocably appoints Purchaser's designees as his attorneys-in-fact and proxies, with full power of substitution, in the manner set forth in the Letter of Transmittal to the full extent of his rights with respect to the Shares tendered and accepted for payment by Purchaser (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of this Offer to Purchase). All such powers of attorney and proxies are irrevocable and

coupled with an interest in the tendered Shares. **Such appointment is effective only upon Purchaser's acceptance for payment of such Shares in accordance with the terms of the Offer.** Upon such acceptance for payment, all prior powers of attorney and proxies and consents granted by the tendering Shareholder with respect to such Shares and other securities will, without further action, be revoked, and no subsequent powers of attorney or proxies may be given nor subsequent written consents executed (and, if previously given or executed, will cease to be effective). Upon such acceptance for payment, Purchaser's designees will be empowered to exercise all the tendering Shareholder's voting and other rights as they, in their sole discretion, may deem proper at any annual, special or adjourned meeting of Shareholders, by written consent or otherwise. Purchaser reserves the right to require that, in order for Shares to be validly tendered, immediately upon its acceptance for payment of such Shares, Purchaser is able to exercise full voting rights with respect to such Shares and other securities (including voting at any meeting of Shareholders then scheduled or acting by written consent without a meeting).

The foregoing powers of attorney and proxies are effective only upon acceptance for payment of Shares pursuant to the Offer. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares, for any meeting of Shareholders.

Determination of Validity. Purchaser will determine, in its discretion, all questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares, and its determination will be final and binding. Purchaser reserves the right to reject any or all tenders of Shares that Purchaser determines not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the right to waive any defect or irregularity in any tender of Shares. No tender of Shares will be deemed to have been validly made until all defects and irregularities with respect to such tender have been cured or waived. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in tenders or waivers of any such defect or irregularity or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions to such Letter of Transmittal) will be final and binding.

4. *Withdrawal Rights*.

Except as described in this Section 4, tenders of Shares made in the Offer are irrevocable. You may withdraw tenders of Shares made pursuant to the Offer at any time before the Expiration Date.

If Purchaser extends the period of time during which the Offer is open, is delayed in accepting for payment or paying for Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to its rights under the Offer, the Depositary may, on Purchaser's behalf, retain all Shares tendered, and such Shares may not be withdrawn, except to the extent that a tendering Shareholder duly exercises withdrawal rights as described in this Section 4.

For a tendering Shareholder's withdrawal to be effective, a written or telegraphic notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution) signatures guaranteed by an Eligible Institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the serial numbers shown on the specific certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares. Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered. However, withdrawn Shares may be retendered at any time before the Expiration Date by again following any of the procedures described in Section 3—"Procedure for Tendering Shares."

If Purchaser provides a Subsequent Offering Period (as described in more detail in Section 1—"Terms of the Offer") following the Offer, no withdrawal rights will apply to Shares tendered in such Subsequent Offering Period or to Shares previously tendered in the Offer and accepted for payment.

Purchaser will determine, it its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and its determination will be final and binding. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or waiver of any such defect or irregularity or incur any liability for failure to give any such notification.

5. *Certain U.S. Federal Income Tax Considerations.*

The following discussion summarizes certain U.S. federal income tax considerations relevant to U.S. Holders (as defined below) who sell Shares for cash pursuant to the Offer or whose Shares are converted into cash pursuant to the Merger, and is based upon present law (which is subject to change or differing interpretation at any time, possibly with retroactive effect). Due to the individual nature of tax consequences, tendering Shareholders are urged to consult their tax advisors as to the specific tax consequences to them of the Offer or the Merger, including the effects of applicable state, local, foreign and other tax laws. The following discussion applies only if a tendering Shareholder holds his Shares as a capital asset within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), which generally means property held for investment. This discussion does not purport to consider all aspects of U.S. federal income taxation that might be relevant to Shareholders in light of their particular circumstances and does not apply to holders subject to special treatment under the U.S. federal income tax laws (such as, for example, financial institutions, dealers in securities, commodities or foreign currency, traders in securities who elect to apply a mark-to-market method of accounting, insurance companies, banks and certain other financial institutions, tax-exempt organizations, former citizens or residents of the United States, Shareholders that are pass-through entities or the investors in such pass-through entities, regulated investment companies, real estate investment trusts, Shareholders whose "functional currency" is not the U.S. dollar, investors liable for the alternative minimum tax, controlled foreign corporations, passive foreign investment companies, U.S. expatriates, persons who are not U.S. Holders, persons who hold shares as part of a hedge, straddle, constructive sale or conversion transaction, persons who acquired their Shares through the exercise of employee stock options or otherwise as compensation and persons who hold or have held directly, indirectly or constructively more than 5% of the outstanding Shares or affiliates of such persons). This discussion does not address any state, local or foreign tax consequences, nor does it address any U.S. federal tax considerations other than those pertaining to the U.S. federal income tax. Purchaser has not sought, nor does Purchaser expect to seek, any ruling from the Internal Revenue Service with respect to the matters discussed below. There can be no assurances that the Internal Revenue Service will not take a different position concerning the tax consequences of the exchange of Shares for cash pursuant to the Offer or the Merger or that any such position would be sustained.

For purposes of this discussion, a "U.S. Holder" means a beneficial owner of Shares that is a citizen or resident of the United States, a corporation (or any other entity or arrangement treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, an estate that is subject to U.S. federal income tax on its worldwide income from all sources and a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person. If a partnership (including any entity or arrangement treated as a partnership or other flow-through entity for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner or member in the partnership or other flow-through entity generally will depend upon the status of the partner or member and the activities of the partnership or other flow-through entity. Persons holding Shares through a partnership or other flow-through entity should consult their own tax advisors regarding the tax consequences of exchanging the Shares for cash pursuant to the Offer, during a Subsequent Offering Period or pursuant to the Merger.

A U.S. Holder's sale of Shares for cash pursuant to the Offer or the conversion of Shares into cash pursuant to the Merger will be a taxable transaction for U.S. federal income tax purposes. In general, such a U.S. Holder will recognize gain or loss equal to the difference between the U.S. Holder's adjusted tax basis in the Shares exchanged pursuant to the Offer or the Merger and the amount of cash received in exchange therefor (determined before any deductions). Gain or loss will be determined separately for each block of Shares (*i.e.*, Shares acquired for the same cost in a single transaction) exchanged pursuant to the Offer or the Merger. Such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the U.S. Holder's holding period for the Shares is more than one year as of the date of the exchange of such shares. Long-term capital gains of noncorporate taxpayers generally are subject to U.S. federal income tax at preferential rates. The deduction of capital losses is subject to limitations.

In addition, certain U.S. Holders who are individuals, estates or trusts whose income exceeds certain thresholds and who have "net investment income" as defined by the Code, may be subject to a 3.8% Medicare contribution tax on all or a portion of their capital gain from the sale of their Shares. U.S. Holders should consult their own tax advisors regarding the effect, if any, of the Medicare contribution tax on their exchange of Shares for cash pursuant to the Offer or the Merger.

Information Reporting and Backup Withholding. Proceeds from the sale of Shares pursuant to the Offer or the Merger generally are subject to information reporting, and may be subject to backup withholding at the applicable statutory rate if the Shareholder or other payee fails to provide a valid taxpayer identification number and comply with certain certification procedures or fails to otherwise establish an exemption from backup withholding. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of the person subject to backup withholding generally will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may generally be obtained, *provided* that the required information is timely furnished to the Internal Revenue Service. See Section 3—"Procedure for Tendering Shares—Backup U.S. Federal Income Tax Withholding."

6. *Price Range of Shares; Dividends*.

Shares are listed and principally traded on NASDAQ under the symbol "ORCC." The following table sets forth for the periods indicated the high and low sales prices per share on NASDAQ as reported in published financial sources:

	High	Low
2010		
First Quarter	$5.25	$3.67
Second Quarter	5.05	4.00
Third Quarter	4.85	3.78
Fourth Quarter	5.27	4.29
2011		
First Quarter	$7.01	$3.63
Second Quarter	3.95	3.04
Third Quarter	3.56	2.45
Fourth Quarter	2.95	2.23
2012		
First Quarter	$3.03	$2.50
Second Quarter	2.98	2.18
Third Quarter	2.93	2.19
Fourth Quarter	3.02	2.07
2013		
First Quarter (through February 7, 2013)	$3.84	$2.05

ORCC has not paid cash dividends during the last two years. Pursuant to the terms of the Transaction Agreement, ORCC has agreed to not declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock, other than dividends or distributions by a direct or indirect wholly owned subsidiary of ORCC to ORCC or a wholly owned subsidiary of ORCC.

The reported closing sales price per Share on NASDAQ for Shares was $2.10 per share on January 30, 2013, the last full trading day before ACI announced the Transaction Agreement. The Offer Price represents an 83.3% premium over the January 30, 2013 closing price. **Before deciding whether to tender, Shareholders should obtain a current market quotation for Shares.**

7. *Possible Effects of the Offer on the Market for Shares; Stock Exchange Listing(s); Registration under the Exchange Act; Margin Regulations*.

Possible Effects of the Offer on the Market for Shares. If the Offer is consummated but the Merger does not take place, the number of Shareholders, and the number of Shares that are still in the hands of the public, may be so small that there will no longer be an active or liquid public trading market (or possibly any public trading market) for Shares held by Shareholders other than Purchaser. Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the price paid in the Offer. If the Merger is consummated, Shareholders not tendering their Shares in the Offer will receive cash in an amount equal to the price per Share paid in the Offer. Therefore, if the Merger takes place, the only difference between tendering and not tendering Shares in the Offer is that tendering Shareholders will be paid earlier (and except that those Shareholders who do not tender their Shares in the Offer may have the ability to exercise appraisal rights in connection with the Merger).

Stock Exchange Listing. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued listing on NASDAQ. The rules of NASDAQ establish certain criteria that, if not met, could lead to the delisting of the Shares from NASDAQ. Among such criteria are the number of Shareholders, the number of shares publicly held and the aggregate market value of the shares publicly held. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the requirements of NASDAQ for continued listing and the listing of Shares is discontinued, the market for Shares could be adversely affected.

If NASDAQ were to delist Shares (which Purchaser intends to seek if Purchaser acquires control of ORCC and the Shares no longer meet the NASDAQ listing requirements), it is possible that the Shares would trade on another securities exchange or in the over-the-counter market and that price quotations for Shares would be reported by such exchange or other sources. The extent of the public market for Shares and availability of such quotations would, however, depend upon such factors as the number of holders and the aggregate market value of the publicly held Shares remaining at such time, the interest in maintaining a market in Shares on the part of securities firms, the possible termination of registration of Shares under the Exchange Act as described below and other factors.

Registration under the Exchange Act. The Shares are currently registered under the Exchange Act. The purchase of Shares pursuant to the Offer may result in Shares becoming eligible for deregistration under the Exchange Act. Registration may be terminated upon application of ORCC to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of Shares under the Exchange Act, assuming there are no other securities of ORCC subject to registration, would substantially reduce the information required to be furnished by ORCC to holders of Shares and to the SEC and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement to furnish a proxy statement pursuant to Section 14(a) in connection with a Shareholders' meeting and the related requirement to furnish an annual report to Shareholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer

applicable to ORCC. Furthermore, "affiliates" of ORCC and persons holding "restricted securities" of ORCC may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended. If registration of the Shares under the Exchange Act were terminated, Shares would no longer be "margin securities" or eligible for stock exchange listing. Purchaser believes that the purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act, and it would be Purchaser's intention to cause ORCC to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

If registration of the Shares under the Exchange Act is not terminated prior to the Merger, then the registration of the Shares under the Exchange Act and the listing of the Shares on NASDAQ will be terminated following the completion of the Merger.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such shares. Depending upon factors similar to those described above regarding listing and market quotations, following the purchase of Shares pursuant to the Offer, the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

8. *Certain Information Concerning ORCC*.

ORCC is a Delaware corporation that commenced operations in 1989, with principal executive offices located at 4795 Meadow Wood Lane, Chantilly, Virginia 20151. ORCC's telephone number at such address is (703) 653-3100.

The information concerning ORCC contained in this Offer to Purchase has been taken from or is based upon information furnished by ORCC or its representatives or upon publicly available documents and records on file with the SEC. The summary information set forth below is qualified in its entirety by reference to ORCC's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information. Purchaser has no knowledge that would indicate that any statements contained in this Offer to Purchase based on such documents and records are untrue in any material respect. However, Purchaser does not assume any responsibility for the accuracy or completeness of the information concerning ORCC, whether furnished by ORCC or contained in such documents and records, or for any failure by ORCC to disclose events which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to us.

ORCC develops and supplies its proprietary Digital Payment Framework to power ePayments choices between millions of consumers and financial institutions, creditors and billers. ORCC services two primary business lines: bill payment and transaction processing, and online banking and account presentation. ORCC's digital bill payment services directly link financial interactions between banks and billers, while its outsourced, web—and phone-based financial technology services enable clients to fulfill payment, banking and other financial services to their millions of end users. The ORCC Digital Payment Framework is built upon a foundation of security and innovation, and features a wide range of configurable services enabling ORCC's clients to take advantage of industry-leading agility, flexibility and breadth of solution.

ORCC Projections. ORCC's management prepares projections of its expected financial performance as part of its ongoing management of the business. ORCC does not, as a matter of course, make public any specific forecasts or projections as to its future financial performance. However, in connection with ACI's due diligence, ORCC made available certain projected and budgeted financial information concerning ORCC to ACI. ORCC advised ACI that ORCC's internal financial forecasts (upon which the projections provided to ACI were based in

part) are, in general, prepared solely for internal use and capital budgeting and other management decisions and are subjective in many respects, and, thus, susceptible to multiple interpretations and periodic revisions based on actual experience and business developments.

The inclusion of the projections in this Offer to Purchase should not be regarded as an indication that any of ACI, Purchaser, ORCC or their respective affiliates or representatives considered or now considers the projections to be a reliable prediction of future events, and this information should not be relied upon as such. These projections are being provided in this document only because ORCC made them available to ACI in connection with ACI's due diligence review of ORCC and are not being provided to influence any Shareholder to make any investment decision with respect to the Offer or any other purpose. None of ACI, Purchaser, ORCC or any of their respective affiliates or representatives assume any responsibility for the validity, reasonableness, accuracy or completeness of the financial projections described below, nor do they make any representation to any person regarding the projections. None of ACI, Purchaser, ORCC or any of their affiliates or representatives intends to, and each of them disclaims any obligation to, update, revise or correct the projections if any of it is or becomes inaccurate (even in the short term). In this regard, investors are cautioned not to place undue reliance on the projected information provided.

It is ACI's understanding that the projections were not prepared with a view to public disclosure or compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants regarding projections or forecasts. The projections do not purport to present operations in accordance with U.S. generally accepted accounting principles ("GAAP"). In addition, it is ACI's understanding that neither ORCC's independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the prospective financial information included below, or expressed any opinion or any other form of assurance on such information or its achievability.

ORCC has advised that the financial projections reflect numerous estimates and assumptions (not all of which were provided to ACI) made by ORCC with respect to industry performance, general business, economic, competitive, regulatory, market and financial conditions and other future events, as well as matters specific to ORCC's business, such as a decrease in demand for its products and services, competition and levels of operating expenses, all of which are difficult to predict and many of which are beyond ORCC's control. The financial projections reflect subjective judgment in many respects and, therefore, are susceptible to multiple interpretations and frequent revisions attributable to the volatility of ORCC's industry and based on actual experience and business developments. As such, the financial projections constitute forward-looking information and are subject to risks and uncertainties that could cause the actual results to differ materially from the projected results, including, but not limited to, ORCC's performance and ability to achieve strategic goals over the applicable period, industry performance, general business and economic conditions, customer requirements, competition, adverse changes in applicable laws, regulations or rules, and the factors described under "Risk Factors" in ORCC's Annual Report on Form 10-K for the year ended December 31, 2011, and in ORCC's other filings with the SEC. The financial projections may not, therefore, be considered a guaranty of future operating results, and the projections should not be relied upon as such.

The financial projections should be evaluated, if at all, in conjunction with the historical financial statements and other information regarding ORCC contained in ORCC's public filings with the SEC. The financial projections do not take into account any circumstances or events occurring after the date they were prepared, including the Offer, the Merger or the other transactions contemplated by the Transaction Agreement. Further, the financial projections do not take into account the effect of any failure of the Offer to be consummated and should not be viewed as accurate or continuing in that context. The Shareholders are cautioned not to place undue, if any, reliance on the financial projections included in this Offer to Purchase.

The financial projections include the following estimates of ORCC's future financial performance:

	Fiscal Year Ended December 31,				
	2012[2]	2013	2014	2015	2016
	(in millions)				
Revenue	$166.9	$175.0	$194.8	$221.9	$251.3
Adjusted EBITDA[1]	$ 35.8	$ 33.7	$ 37.3	$ 46.0	$ 54.5
Net Income	$ (1.8)	$ 12.2	$ 14.5	$ 18.9	$ 24.8

(1) Adjusted EBITDA is defined herein as net income (loss) before interest, taxes, depreciation and amortization, equity compensation expense, reserve for potential legal liability, strategic alternatives process costs, transition costs (including severance, retention and ORCC's India start up costs), restructuring costs and other expense.

(2) The 2012 projections for Revenue, Adjusted EBITDA and Net Income differ from the respective projections in ORCC's Schedule 14D-9 by $0.9, $1.8 and $11.6 million, respectively. The differences were caused by certain year-end adjustments and reconciliations.

	Fiscal Year Ended December 31,				
	2012[3]	2013	2014	2015	2016
Reconciliation of Adjusted EBITDA					
Net income (Loss)	$ (1.8)	$12.2	$14.5	$18.9	$24.8
Depreciation and amortization	$13.3	$10.5	$11.0	$12.8	$12.4
Equity compensation expense	$ 3.0	$ 2.8	$ 2.8	$ 3.2	$ 3.8
Reserve for potential legal liability	$18.8	—	—	—	—
Transition costs	$ 2.5	$ 0.3	—	—	—
Other (income) expense	$ 1.6	$ 0.2	$ (0.2)	$ (0.8)	(2.0)
Income tax provision	$ (1.6)	$ 7.7	$ 9.2	$11.9	$15.5
Adjusted EBITDA	**$35.8**	**$33.7**	**$37.3**	**$46.0**	**$54.5**

(3) The 2012 projections for Net Income, Income Tax Provision and Adjusted EBITDA differ from the respective projections in ORCC's Schedule 14D-9 by $11.6, $5.4 and $1.8 million respectively. The differences were caused by certain year-end adjustments and reconciliations.

Additional Information. ORCC is subject to the informational and reporting requirements of the Exchange Act and, in accordance with the Exchange Act, files and furnishes periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. You may read and copy any such reports, statements or other information at the SEC's Public Reference Room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the operation of the Public Reference Room. ORCC's filings are also available to the public from commercial document retrieval services and at the SEC's Web site at http://www.sec.gov.

9. *Certain Information Concerning Purchaser and ACI.*

Purchaser is a Delaware corporation incorporated on January 30, 2013, with principal executive offices at 3520 Kraft Rd, Suite 300, Naples, Florida 34105. The telephone number of Purchaser's principal executive offices is (239) 403-4600. To date, Purchaser has engaged in no activities other than those incidental to Purchaser's formation, entry into the Transaction Agreement and commencement of the Offer. Purchaser is a direct wholly owned subsidiary of ACI.

ACI is a Delaware corporation, with principal executive offices at 3520 Kraft Rd, Suite 300, Naples, Florida 34105. The telephone number of ACI's principal executive offices is (239) 403-4600. ACI and its subsidiaries develop, market, install and support a broad line of software products and services primarily focused on facilitating electronic payments. In addition to its own products, ACI distributes, or acts as a sales agent for,

software developed by third parties. These products and services are used principally by financial institutions, retailers and electronic payment processors, both in domestic and international markets. Most of ACI's products are sold and supported through distribution networks covering three geographic regions – the Americas, Europe/Middle East/Africa and Asia/Pacific. Each distribution network has its own sales force that it supplements with independent reseller and/or distributor networks. ACI's products are marketed under the ACI and ACI Payment Systems brands.

The electronic payments market is comprised of financial institutions, retailers, third-party electronic payment processors, payment associations, switch interchanges and a wide range of transaction-generating endpoints, including automated teller machines, retail merchant locations, bank branches, mobile phones, corporations and Internet commerce sites. The authentication, authorization, switching, settlement and reconciliation of electronic payments is a complex activity due to the large number of locations and variety of sources from which transactions can be generated, the large number of participants in the market, high transaction volumes, geographically dispersed networks, differing types of authorization, and varied reporting requirements. These activities are typically performed online and are often conducted 24 hours a day, seven days a week.

The name, business address, current principal occupation or employment, five-year employment history and citizenship of each director and executive officer of ACI and Purchaser and certain other information are set forth on Schedule I to this Offer to Purchase.

Except as described elsewhere in this Offer to Purchase or in Schedule I:

- none of Purchaser, ACI and, to Purchaser's and ACI's knowledge, the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of ACI, Purchaser or of any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of ORCC;
- none of ACI, Purchaser and, to ACI's and Purchaser's knowledge, the persons or entities referred to in the first clause above has effected any transaction in Shares or any other equity securities of ORCC during the past 60 days;
- none of ACI, Purchaser and, to ACI's and Purchaser's knowledge, the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of ORCC (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations);
- during the two years before the date of this Offer to Purchase, there have been no transactions between ACI, Purchaser, their subsidiaries or, to ACI's and Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and ORCC or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations;
- during the two years before the date of this Offer to Purchase, there have been no contacts, negotiations or transactions between ACI, Purchaser, their subsidiaries or, to ACI's and Purchaser's knowledge, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and ORCC or any of its subsidiaries or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets;
- none of ACI, Purchaser and, to ACI's and Purchaser's knowledge, the persons listed in Schedule I to this Offer to Purchase has been convicted in a criminal proceeding during the past five years (excluding traffic violations or similar misdemeanors); and

- none of ACI, Purchaser and, to ACI's and Purchaser's knowledge, the persons listed in Schedule I to this Offer to Purchase has been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining that person from future violations of, or prohibiting activities subject to, federal or state securities laws or a finding of any violation of federal or state securities laws.

Additional Information. ACI is subject to the informational requirements of the Exchange Act and, in accordance with the Exchange Act, files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. ACI is required to disclose in such proxy statements certain information, as of particular dates, concerning its directors and officers, their remuneration, stock options granted to them, the principal holders of its securities and any material interests of such persons in transactions with ACI. Such reports, proxy statements and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth with respect to ORCC in Section 8 — "Certain Information Concerning ORCC."

10. *Source and Amount of Funds*.

Purchaser anticipates that it will need approximately $292 million to purchase all Shares validly tendered in the Offer, to purchase all Preferred Shares from the holders of such shares, to pay the Merger Consideration in connection with the Merger of Purchaser into ORCC, which is expected to follow the successful completion of the Offer, and to pay related fees and expenses. All of the approximately $292 million is expected to come from borrowings pursuant to the proposed commitments described below in this Section 10. ACI has received a commitment letter, as amended and restated, from Wells Fargo Securities, LLC ("Wells Fargo" or the "Arranger") and Wells Fargo Bank, National Association ("Wells Fargo Bank"), for, among other things, Wells Fargo to arrange, and Wells Fargo Bank to provide, subject to certain conditions, up to $750 million for the purpose of financing the Merger Consideration, as well as for other payments made in connection with the Offer and, in the case of the New Facility (as defined below), refinancing ACI's Existing Term Loan (as defined below) and Existing Revolving Facility (as defined below). No other plans or arrangements have been made to finance or repay such financing after the consummation of the Offer and the Merger. No alternative financing arrangements or alternative financing plans have been made in the event such financings fail to materialize. Completion of the Offer is not conditioned upon obtaining or funding of any financing arrangements.

Commitments. ACI has obtained commitments from Wells Fargo to arrange, and Wells Fargo Bank to provide, subject to certain conditions, senior bank financing consisting of up to $750 million either (i) under a proposed new secured credit facility, comprised of a $600 million senior secured term loan facility (the "New Term Facility") and a $150 million senior secured revolving credit facility (the "New Revolving Facility" and, together with the New Term Facility, the "New Facility"), or (ii) under a proposed amendment (the "Amendment") to ACI's existing senior credit facility, comprised of an existing $200 million senior secured term loan (the "Existing Term Loan") and a new $300 million senior secured incremental term loan facility (the "Incremental Term Facility" and together with the Existing Term Loan, collectively, the "Existing Term Facility") and an existing $250 million senior secured revolving credit facility (the "Existing Revolving Facility" and, together with the Existing Term Facility, the "Existing Facility"), in each case, for financing the transactions and, in the case of the New Facility, refinancing ACI's existing Term Loan and Existing Revolving Facility. The New Term Facility and Existing Term Facility are sometimes referred to herein individually as a "Term Facility" and collectively as the "Term Facilities", the New Revolving Facility and Existing Revolving Facility are sometimes referred to herein individually as a "Revolving Facility" and collectively as the "Revolving Facilities", and the New Facility and Existing Facility are sometimes referred to herein individually as a "Facility" and collectively as the "Facilities". Additionally, ACI will have the right, but not the obligation, to increase the amount of the applicable Facility by incurring an incremental term loan facility or increasing the applicable Revolving Facility in an aggregate principal amount not to exceed $75 million, subject to certain conditions and under terms to be determined.

Interest; Letter of Credit Fees; Unused Commitment Fees. Each loan made under the Existing Facility will bear interest at an adjusted LIBOR rate or alternate base rate plus the margin described in the chart below. Unused loan commitments under the Incremental Term Facility will be subject to an unused commitment fee of 0.50% per annum.

Level	Leverage Ratio	Eurodollar Spread	ABR Spread
Level 1	³3.25:1.00	2.50%	1.50%
Level 2	³2.75:1.00 and <3.25:1.00	2.25%	1.25%
Level 3	³2.00:1.00 and <2.75:1.00	2.00%	1.00%
Level 4	³1.00:1.00 and <2.00:1.00	1.75%	0.75%
Level 5	<1.00:1.00	1.50%	0.50%

Each loan made under the New Facility will bear interest at an adjusted LIBOR rate or alternate base rate plus the margin described in the chart below. In no event, will the adjusted LIBOR rate under the New Facility be less than 1.25% per annum. Unused loan commitments under the New Facility will be subject to an unused commitment fee, as described in the chart below.

Level	Leverage Ratio	Commitment Fee Rate	Eurodollar Spread	ABR Spread
Level 1	³3.25:1.00	0.50%	2.50%	1.50%
Level 2	³2.75:1.00 and <3.25:1.00	0.40%	2.25%	1.25%
Level 3	³2.00:1.00 and <2.75:1.00	0.35%	2.00%	1.00%
Level 4	³1.00:1.00 and <2.00:1.00	0.30%	1.75%	0.75%
Level 5	<1.00:1.00	0.25%	1.50%	0.50%

Interest periods on adjusted LIBOR rate-based loans may be one, two, three or six months, at ACI's option. In the case of adjusted LIBOR rate-based loans, interest will accrue on the basis of a 360-day year, and will be payable on the last day of each relevant interest period and, for any interest period longer than three months, on each successive date three months after the first day of such interest period. Interest will accrue on alternate base rate-based loans on the basis of a 365/366-day year (or 360-day year if based on the adjusted LIBOR rate) and shall be payable quarterly in arrears.

Letter of Credit fees will be payable quarterly in arrears and will equal an amount equal to (x) the applicable margin in effect for adjusted LIBOR rate-based loans times (y) the average daily maximum aggregate amount available to be drawn under all Letters of Credit. In addition, fronting fees will be payable quarterly in arrears to the issuers of any Letters of Credit.

Conditions to Borrowing. Borrowing under the applicable Facility will be subject to certain conditions. Set forth below is a description of certain conditions precedent to borrowing under the applicable Facility:

- the satisfactory negotiation, execution and delivery of definitive loan documents relating to the applicable Facility (to be based upon and substantially consistent with the terms set forth in the commitment letter and the fee letter) in the form and substance reasonably satisfactory to the Arranger;
- since January 30, 2013, with respect to ORCC, there shall not have occurred any event, change, effect, development, condition or occurrence (each, an "Effect") individually or in the aggregate with all other Effects, that (i) is or could reasonably be expected to be materially adverse on, or with respect to, the business, financial condition or results of operations of ORCC, taken as a whole; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute or be taken into account in determining whether there has been, or will be, a Material Adverse Effect (as defined below): any Effect (a) in or generally affecting the economy or the financial or securities markets in the countries or industries in which ORCC operates generally or (b) to the extent resulting

from or arising out of (A) any changes in law or GAAP, (B) any natural disasters or weather-related event, (C) any changes in national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the outbreak or escalation of hostilities or acts of war, sabotage or terrorism, (D) ORCC's failure to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, a Material Adverse Effect), (E) any change in the market price or trading volume of the ORCC's securities, (it being understood that the facts or occurrences giving rise or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect) unless such change results from the matters set for the in clauses (a) or (b)(A), (B), (C), (D), (F), (G), (H), or (I), (F) costs incurred by ORCC in connection with the Transaction Agreement or the transactions contemplated thereby, including financial advisory and legal costs including legal costs resulting from the execution or announcement of the Transaction Agreement; (G) any change attributable predominantly to the negotiation, execution, announcement, pendency or pursuit of the Transaction (as defined in the Transaction Agreement), including any cancellation or delays in customer orders, any reduction in sales and any disruption in supplier, distributor, partner or similar relationships; (H) certain matters specifically identified in writing by ORCC to ACI and Purchaser prior to January 30, 2013, (I) any change arising from or relating to compliance with the express terms of the Transaction Agreement, or action taken, or failure to act, to which ACI, Purchaser and Wells Fargo have consented, but only to the extent, in each of clauses (a), (b)(A), (b)(B) and (b)(C), that such Effect does not affect ORCC, taken as a whole, in a disproportionate manner relative to other participants in the industries in which ORCC operates;

- in the case of the Incremental Term Facility, there will not exist (pro forma for the acquisition and the financing thereof) any default or event of default under any of the definitive loan documents relating to the Incremental Term Facility, or under any other material indebtedness of ACI or its subsidiaries;
- in the case of the New Facility, the Specified Representations (defined below) will be true and correct;
- Purchaser has accepted for payment, pursuant to the Offer, Shares that, when aggregated with the Preferred Shares purchased by Purchaser, represent at least a majority (calculated on a fully diluted basis) of the then-issued and outstanding Shares and not less than a majority (calculated on a fully diluted basis) of the voting power of the then-issued and outstanding Shares entitled to vote in the election of directors or in Shareholder votes generally;
- the Offer and the purchase of the Preferred Shares by Purchaser have been completed concurrently with the funding of the applicable Term Facility, in each case, in accordance with the applicable acquisition documents without amendment or waiver (except to the extent such waiver (including any consent or discretionary determination as to the satisfaction of any condition) is not materially adverse to Wells Fargo or the applicable lenders) or other modification of any of the terms or conditions thereof;
- the proceeds from the borrowings made on the closing date of the applicable Facility will be the sole and sufficient sources of funds to consummate the transactions contemplated to occur on such date, including to refinance certain existing indebtedness of ORCC and to pay the transaction costs (and, after the application of proceeds from the applicable Facility, ORCC shall not have any material indebtedness for borrowed money other than the indebtedness under the applicable Facility and other indebtedness of ORCC permitted to remain outstanding upon ORCC becoming a subsidiary of ACI);
- Wells Fargo Bank has received (i) audited financial statements of ORCC for each of the three fiscal years ended at least 45 days prior to the closing date of the applicable Facility, (ii) as soon as internal financial statements are available to ORCC unaudited financial statements for any interim period or periods of ORCC ended after the date of the most recent audited financial statements and more than 45 days prior to the closing date of the applicable Facility, (iii) customary pro forma financial statements, in each case meeting the requirements of Regulation S-X for Form S-1 registration statements or

otherwise reasonably satisfactory to the Arranger, and (iv) projections prepared by management of balance sheets, income statements and cash flow statements, in each case for the period through and including the maturity date of applicable Facility;

- all costs, fees, expenses and other compensation then due with respect to the applicable Facility have been paid and ACI shall have complied in all material respects with all of its other obligations under the commitment letter and the fee letter relating to the Facilities;
- all loans made by the applicable lenders to ACI or any of its affiliates on the closing date of the applicable Facility shall be in full compliance with the Federal Reserve's Margin Regulations and ACI shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board;
- the Arranger shall have received, among other things, (i) legal opinions, evidence of authority, corporate records and documents from public officials, lien searches and solvency and officer's certificates reasonably satisfactory to the Arranger, (ii) (a) confirmation satisfactory to the Arranger of repayment in full of all indebtedness of ORCC (other than the indebtedness under the applicable Facility and other indebtedness of ORCC permitted to remain outstanding upon ORCC becoming a subsidiary of ACI) and termination or release of all liens or security interests relating thereto, and, in each case, on terms reasonably satisfactory to the Arranger or (b) in the case of the New Facility, (A) confirmation satisfactory to the Arranger of repayment in full of all outstanding indebtedness of ACI under its existing credit agreement (filed as Exhibit 10.1 to the Current Report on Form 8-K filed by ORCC with the SEC on October 3, 2011) and provision for termination and release of all liens or security interests relating thereto and (B) termination of ACI's existing credit agreement and commitments relating thereto, (iii) evidence of requisite approval of the board of directors of ORCC and material third party and governmental consents necessary in connection with the acquisition, the related transactions or the financing thereof, (4) possessory collateral and financing statements sufficient when properly filed to perfect liens and pledges on the collateral securing the Facility, (5) evidence of insurance, and (6) at least five business days prior to the closing date of the Facility, all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the PATRIOT Act documentation and information;
- accuracy of representations and warranties (i) under the applicable Facility (and, in the case of ORCC, only with respect to the Specified Representations referred to below) and (ii) made by or with respect to ORCC and/or the sellers of ORCC or their respective subsidiaries or affiliates or with respect to ORCC's operations in the acquisition documents as are material to the interest of the lenders (but only to the extent that ACI or one of its affiliates has the right to terminate its obligations under the Transaction Agreement as a result of a breach of such representations in the Transaction Agreement (in each case, determined without regard to any notice requirement); and
- the Arranger shall have been afforded a period to solicit consents to the Amendment and syndicate the applicable Facilities that is no less than the later of (i) 20 business days following the date that the Offer is launched (it being agreed that, for the purpose of this calculation, such calculation of business days shall be made in accordance with Rules 14e-1(a) and 14d-1(g)(3) of the Securities Exchange Act of 1934) and (ii) 5:00 p.m. on the Expiration Date (such later date, the "Marketing Period Expiration Date").

Notwithstanding any of the conditions outlined above, ACI and Wells Fargo agree that the completion of the syndication of the applicable Facility will not constitute a condition precedent to the closing of the applicable Facility and it is acknowledged and agreed that (i) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in ACI's existing credit agreement) are received and released from escrow on or prior to the date that is the earlier of ten business days after the primary bank meeting for the lenders party to ACI's existing credit agreement and prospective Incremental Term Facility lenders and February 22, 2013 (it being understood and agreed that the Arranger may extend the Required Amendment Approval Date in its sole

discretion upon written notice thereof) (such earlier date, the "Required Amendment Approval Date") and the conditions set forth in the commitment letter are satisfied, nothing therein may impair the availability of the Incremental Term Loan on or after the Marketing Period Expiration Date, and (ii) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in ACI's existing credit agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, then, provided that the other conditions set forth in the commitment letter are satisfied, nothing therein may impair the availability of the New Credit Facilities on or after the Marketing Period Expiration Date.

Maturity. ACI expects that (i) the contemplated Existing Facility will mature on November 10, 2016 and, alternatively, (ii) the contemplated New Term Facility will mature on the six-year anniversary of the closing of the New Loan Facility and the contemplated New Revolving Facility will mature on the five-year anniversary of the closing of the New Loan Facility.

Prepayments and Repayments. The loans made under the applicable Facility may be voluntarily repaid without premium or penalty, subject to ACI's payment of breakage costs in connection with any Adjusted LIBOR Rate-based loans.

Subject to certain exceptions and reductions, loans made under the Term Facility (and after payment in full of the Term Facility, loans under the Revolving Facility (without a permanent reduction of commitments)) will be mandatorily prepaid with (i) 100% of the net cash proceeds of any sale or other disposition of any property or assets of ACI or any of its subsidiaries, (ii) 100% of the net cash proceeds of insurance paid on account of any loss of any property or assets of ACI or any of its subsidiaries, (iii) 50% of the net cash proceeds of any issuance of equity by ACI, (iv) 100% of the net cash proceeds of any incurrence of indebtedness for borrowed money by ACI or any of its subsidiaries, and (v) 50% of excess cash flow (to be defined in the loan documents) if the Leverage Ratio (as defined in the commitment letter relating to the Facilities) is greater than 2.50:1.00.

Guarantee. All obligations of ACI under the applicable Facility will be unconditionally guaranteed by each of ACI's material existing and subsequently acquired or organized domestic direct and indirect subsidiaries, including, after the Merger, ORCC.

Security. All obligations of ACI and any guarantor under the applicable Facility and any interest rate and/or currency hedging obligations of ACI or any guarantor owed to the Arranger, any agent or lender, or any affiliate of the Arranger, any agent or lender will be secured by first priority security interests in all assets of ACI (including 100% of the capital stock of each material domestic subsidiary and 65% of the capital stock of each material first-tier foreign subsidiary of ACI and all intercompany debt) and any guarantor (except as otherwise agreed to by Wells Fargo).

To the extent that the proceeds of the applicable Facility funded on the closing date of the Offer exceed an amount equal to the sum of (i) the total consideration payable in accordance with the Offer documents in respect of the shares accepted in the Offer and the purchase of the Preferred Shares, plus (ii) the transaction costs payable on the closing date of the New Facility, plus (iii) the amount necessary to refinance all outstanding indebtedness under ACI's existing credit agreement, plus (iv) the amount necessary to refinance all existing indebtedness of ORCC to be refinanced on the closing date of the New Facility, plus (v) all fees, commissions and expenses payable on the closing date of the New Facility, the excess amount shall be funded directly into a blocked account of ACI held at Wells Fargo which account shall be subject to a perfected first priority security interest to secure the obligations of ACI in respect of the applicable Facility pursuant to arrangements and documentation (including, without limitation, a control agreement) in form and substance satisfactory to Wells Fargo (the "Escrow Account").

Representations and Warranties. The credit agreement for the applicable Facility will contain representations and warranties substantially the same as in ACI's existing credit agreement.

On the closing date of the New Facility, the only representations and warranties relating to ORCC, ACI or their subsidiaries and businesses that will be a condition precedent to the initial funding of the New Facility will be (i) the representations and warranties made by ORCC and/or the sellers of ORCC or their respective subsidiaries or affiliates or with respect to ORCC or ORCC's operations in the acquisition documents as are material to the interest of the lenders (but only to the extent that ACI or one of its affiliates has the right to terminate its obligations under the Transaction Agreement or otherwise decline to consummate the Offer or the Merger as a result of a breach of such representations in the Transaction Agreement or any such representation not being accurate (in each case, without regard to any notice requirements) and (ii) representations and warranties relating to: due organization and corporate existence, good standing, requisite power and authority; due authorization, execution, delivery and enforceability of the applicable loan documents; no conflicts with or consents required under constituent documents or applicable laws; no breach or violation of material agreements except as could not reasonably be expected to have a Material Adverse Effect (as defined below) on ACI and its subsidiaries, taken as a whole; solvency; use of proceeds; the Investment Company Act and margin stock matters; Patriot Act, OFAC and related matters; and creation, validity, perfection and priority of the security interests granted in the proposed collateral (the representations and warranties specified in this clause (ii), the "Specified Representations").

Covenants. The loan documents will include certain financial, affirmative and negative covenants substantially the same as in ACI's existing credit agreement.

Events of Default. The loan documents for the applicable Facility will include events of default substantially the same as in ACI's existing credit agreement.

11. *Background of the Offer*. ACI is a leading provider of software and services to financial institutions, retailers and transaction processors. ACI regularly considers strategic acquisitions to complement its growth strategy. While ACI has been generally familiar with ORCC for several years, ACI did not participate in ORCC's strategic assessment process announced in 2011. For additional information, see "Item 4. The Solicitation or Recommendation—Reasons—Background of the Offer" in ORCC's Solicitation/Recommendation Statement on Schedule 14D-9. However, following the acquisition of S1 Corporation in the first quarter 2012, ACI commenced an internal review process focused on bill payment and online banking in which ACI determined that the acquisition of ORCC might present an attractive strategic opportunity for ACI.

On June 28, 2012 and September 10, 2012, an investment banker from Wells Fargo, financial advisor to ACI, contacted Michael E. Leitner, a director of ORCC and the managing partner of the investment firm for the Preferred Shareholders, in an effort to determine whether Mr. Leitner thought that ORCC would be open to entertaining an approach from a strategic party about a possible transaction. ACI was not identified in the discussion as Wells Fargo's client. Mr. Leitner indicated that he believed ORCC had alternatives and encouraged the investment banker to obtain authorization to identify its client if it had a genuine interest in such a transaction.

On September 24, 2012, representatives of Wells Fargo contacted Donald W. Layden, chairman of the special committee of independent directors of the ORCC Board (the "ORCC Special Committee"), and informed him that they were acting on behalf of ACI, and that Philip Heasley, ACI's Chief Executive Officer, would like to speak to Joseph Cowan, ORCC's President and Chief Executive Officer, about a potential business combination between ORCC and ACI. Mr. Layden provided Mr. Cowan's contact information to Wells Fargo and suggested that Mr. Heasley contact Mr. Cowan directly.

On October 9, 2012, Mr. Cowan and Mr. Heasley spoke telephonically and then met in person in Crystal City, Virginia on October 16, 2012 to discuss ACI's interest in exploring the possible acquisition of ORCC. On October 18, 2012, Mr. Cowan communicated to Mr. Heasley that the Special Committee had instructed him to request that ACI deliver an indication of interest in writing.

On October 19, 2012, Mr. Heasley sent a letter to Mr. Cowan indicating ACI's interest in pursuing the possible acquisition of ORCC for an indicative price of $4.25 per Share plus an amount in cash equal to the preference amount of the Preferred Shares accrued to the date of the closing of the transaction (as calculated in accordance with the Certificate of Designations for the Preferred Shares). In the letter, ACI requested a 30-day exclusivity period to conduct due diligence.

On October 24, 2012, Mr. Cowan had a call with Mr. Heasley in which Mr. Cowan indicated ORCC's willingness to consider ACI's indication of interest.

On November 9, 2012, a judgment was issued against ORCC in a lawsuit involving the former chief executive officer of Internet Transaction Solutions, Inc. ("ITS"), Kent D. Stuckey, and all of the former ITS stockholders (whose business had been acquired by ORCC in August 2007), and who, among other things, were seeking damages in excess of $15 million and relief for the full purchase price of ORCC's shares issued in the acquisition (alleged to be approximately $24.7 million) (collectively, the "Stuckey Litigation"). As the post-judgment motions and negotiations between the parties evolved, it became apparent that ORCC would face a liability of at least $18 million to the plaintiffs in the Stuckey Litigation, subject to final appeal. In order to appeal the judgment and avoid enforcement of the judgment, ORCC posted a cash appeal bond in the amount of $18.3 million.

On November 12, 2012, Mr. Cowan traveled to Florida to meet with Mr. Heasley to discuss the possible transaction, the Stuckey Litigation and other matters. Mr. Heasley indicated ACI's willingness to continue the negotiations and reiterated ACI's request for a 30-day period of exclusivity to conduct due diligence. Mr. Heasley also indicated to Mr. Cowan that, in light of the circumstances in the Stuckey Litigation, ACI would have to identify additional synergy value during due diligence in order to maintain the $4.25 per Share price in ACI's October 19, 2012 indication of interest.

On November 15, 2012, ORCC and ACI executed a confidentiality agreement.

On November 20, 2012, ORCC executed the exclusivity agreement included in ACI's October 19, 2012 indication of interest, committing to an exclusivity period of 30 days. On that same day representatives of ORCC's senior management team, ACI's senior management team, Raymond James & Associates, Inc., financial advisor to ORCC ("Raymond James"), and Wells Fargo met in Reston, Virginia for a due diligence meeting to review ORCC's business and better understand and identify the possible synergies between the two companies. Following that due diligence meeting and between November 20, 2012 and January 2013, five in-person meetings and numerous calls occurred and emails were exchanged between the representatives of the two companies regarding ACI's due diligence review of ORCC.

On December 18, 2012, Raymond James informed Wells Fargo that there was a cash deficit of approximately $4.5 million in its Princeton Biller and Banking operating accounts. On December 19, 2012, ORCC, Raymond James and ACI had a due diligence discussion in which ORCC provided more details regarding the account deficit. ACI's diligence process was expanded to include its engagement of an independent national accounting firm to provide a more extensive review of certain of ORCC's bill payment platforms and balance reconciliation processes. ACI was later informed by ORCC that $3.8 million of the cash deficit originated prior to ORCC's acquisition of Princeton eCom in July 2006, $0.4 million originated during the 18 months from July 2006 through December 2007, and the remaining $0.3 million originated during fiscal year 2008. ORCC also informed ACI that since the portion of the deficit related to the Princeton eCom acquisition was identified greater than 12 months after the acquisition date, and the remaining amounts were not material for the applicable reporting periods, ORCC intended to expense the full amount of the deficit in the fourth quarter of 2012. This additional diligence had the effect of extending the timeline towards execution of a definitive agreement, and ACI requested an extension of the exclusivity period.

On December 20, 2012, Mr. Cowan executed an amendment to the exclusivity agreement extending exclusivity to January 4, 2013, with the potential for an additional extension to January 11, 2013.

On December 28, 2012, Wells Fargo forwarded to Raymond James a draft of the Transaction Agreement and form Shareholder Agreement that had been prepared by Jones Day, legal counsel to ACI.

On January 2, 2013, ACI indicated that it would require additional time to complete its due diligence, including to confirm the amount of the account deficit described above. On January 2, 2013, representatives of Wells Fargo also indicated to a representative of Raymond James that ACI was considering a revised price of $3.60 per Share. The representative of Raymond James indicated that the $3.60 per Share price was too low and it was uncertain that ORCC would accept a price of less than $4.00 per Share.

On January 5, 2013, Morris, Manning & Martin LLP, legal counsel to ORCC ("Morris Manning"), provided a revised draft of the Transaction Agreement to Jones Day.

On January 7, 2013, ORCC agreed to extend the exclusivity period to January 11, 2013 and executed an amendment to the exclusivity agreement.

Between January 7, 2013 and January 28, 2013, representatives of ORCC and ACI met in-person and telephonically on a daily basis to discuss and resolve all remaining due diligence issues. During this period, counsel for ORCC and ACI communicated regarding the documentation and exchanged drafts of the relevant documents. Mr. Heasley discussed with Mr. Cowan a proposal by ACI to the effect that, while there was no assurance from ACI of continued employment or levels of compensation for ORCC's executive officers post-acquisition, to the extent that the executive officers continued to be employed after the transaction they would be treated in the same manner as comparable ACI executive officers as to severance and change of control benefits. Morris Manning later informed Jones Day that, following discussion of ACI's proposal with the ORCC Special Committee, ACI's proposal was declined and it was subsequently withdrawn.

On January 10, 2013, Morris Manning and Jones Day met by teleconference to discuss comments to the Transaction Agreement.

On January 10, 2013, at the request of representatives of Raymond James for clarification as to ACI's then-current position on pricing, representatives of Wells Fargo indicated that ACI was prepared to offer $3.60 per Share. Representatives of Raymond James indicated that they believed that ORCC was not prepared to accept a proposal below $4.00 per Share. The representatives of the financial advisors agreed that the CEOs of the two companies should meet to discuss the price.

On January 11, 2013, Jones Day provided a revised draft of the Transaction Agreement to Morris Manning. In addition, on January 11, 2013, the exclusivity agreement expired pursuant to its terms and was not extended.

On January 14, 2013, Mr. Cowan met with Mr. Heasley at ACI's headquarters to continue the discussions between the two companies and to have a direct dialogue regarding the purchase price of the Shares. Mr. Heasley informed Mr. Cowan that ACI had lowered its indicated price due to the results of ACI's due diligence examination and developments affecting ORCC since ACI submitted its initial indication of interest in October 2012. In this regard, Mr. Heasley indicated that ACI's due diligence review, although not complete, indicated that ORCC's liability for the account deficit appeared likely to be within the range estimated by ORCC in mid-December, but ACI's due diligence had not identified synergy values sufficient in its view to entirely offset the effects of the Stuckey Litigation. Mr. Heasley indicated that ACI would be willing to pay $3.60 per Share, subject to satisfaction of the remaining due diligence. Mr. Cowan indicated that he did not believe that price would be acceptable to ORCC.

On January 22, 2013, Mr. Cowan called Mr. Heasley to discuss the price in a possible transaction with ACI. After a thorough negotiation, Mr. Heasley indicated that ACI's best and final offer would be $3.85 per Share, and said that he was prepared to recommend that price to ACI's board of directors. Mr. Cowan informed Mr. Heasley that he would take the proposal of $3.85 per Share to the ORCC Special Committee and the ORCC Board and that he was prepared to recommend it for approval.

On January 24, 2013, the Preferred Shareholders and their counsel, Milbank, Tweed, Hadley & McCloy LLP, received a draft of the form of Shareholder Agreement and then proceeded to negotiate them directly with Jones Day from January 24 until January 30, 2013 (when signed).

From January 25 through January 30, 2013, Morris Manning and Jones Day continued negotiation of the Transaction Agreement and related documentation. On January 26, 2013, Michael Leitner, a director of ORCC and a managing partner of the Preferred Shareholders, contacted a representative of Wells Fargo to attempt to negotiate a higher price for the Shares. The representative of Wells Fargo informed Mr. Leitner that ACI declined to entertain further discussions regarding a higher price and reaffirmed its price of $3.85 per Share.

On January 30, 2013, ACI's board of directors approved the transactions, including the Transaction Agreement and the financing commitments.

Following the approval of the boards of directors of ORCC and ACI, the parties executed the Transaction Agreement on January 30, 2013, and published a joint press release announcing the transaction before the opening of trading the next day.

On January 31, 2013, each of ORCC and ACI filed with the SEC a Form 8-K which disclosed the fact that the parties had entered into the Transaction Agreement and communicated information about the upcoming Offer.

On February 8, 2013, Purchaser filed with the SEC its Schedule TO.

For additional information regarding the background of the transactions, see "Item 4. The Solicitation or Recommendation—Reasons—Background of the Offer" in ORCC's Solicitation/Recommendation Statement on Schedule 14D-9.

12. *Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions*.

(a) Purpose of the Offer. The purpose of the Offer and the Merger is to acquire control of, and the entire equity interest in, ORCC. The Offer, as the first step in the acquisition of ORCC, is intended to facilitate the acquisition of all of the Shares. The purpose of the Merger is to acquire all capital stock of ORCC not purchased pursuant to the Offer or otherwise.

(b) Plans for ORCC. Upon the purchase of Shares pursuant to the Offer and the Preferred Shares pursuant to the applicable Shareholder Agreements with the Preferred Shareholders, the Transaction Agreement provides that Purchaser will be entitled to designate a number of directors to the ORCC Board, rounded to the nearest whole number (and constituting at least a majority of the directors), as will give ACI representation on the ORCC Board that is in the same proportion to the total number of directors as the percentage of Shares beneficially owned by ACI and its affiliates. In such case, ORCC has agreed to, upon ACI's request, take all actions necessary to cause Purchaser's designees to be elected to the ORCC Board, including securing the resignations of incumbent directors, if necessary. Purchaser currently intends, promptly after consummation of the Offer and the Preferred Shares pursuant to the applicable Shareholder Agreements with the Preferred Shareholders, to designate one or more persons who are likely to be employees of ACI or its affiliates to serve as directors of ORCC. Purchaser expects that such representation on the ORCC Board would permit ACI to exert substantial influence over ORCC's conduct of its business and operations.

Pursuant to the Transaction Agreement, following Purchaser's acceptance for payment of the Shares pursuant to the Offer, Purchaser has the irrevocable option to purchase from ORCC, subject to certain limitations, the number of Shares that equal the number of Shares that, when added to the number of Shares owned by ACI and Purchaser at the time of such exercise, constitutes 90% of the outstanding Shares (giving effect to the issuance of the Top-Up Option Shares), at a price per Share equal to the price paid in the Offer. Purchaser may not exercise the Top-Up Option if the number of Shares subject to the Top-Up Option exceeds the number of authorized Shares not reserved for other obligations of ORCC.

If Purchaser accepts for payment and pays for Shares in the Offer, Purchaser expects to merge with and into ORCC. Purchaser currently intends, as soon as possible after consummation of the Offer, to consummate the Merger pursuant to the Transaction Agreement. Following the Merger, the directors of Purchaser will be the directors of the surviving corporation (the "Surviving Corporation").

If Purchaser acquires at least 90% of the total outstanding Shares and at least 90% of the outstanding Preferred Shares, ACI and Purchaser will act to effect the Merger under the short-form merger provisions of Section 253 of the General Corporation Law of the State of Delaware (the "DGCL").

Following the completion of the Offer, Purchaser expects to conduct a detailed review of ORCC and its assets, corporate structure, dividend policy, capitalization, operations, properties, policies, management and personnel and will consider what, if any, changes would be desirable in light of the circumstances that exist upon completion of the Offer. Purchaser will also evaluate the business and operations of ORCC during the pendency of the Offer and after the consummation of the Offer and will take such actions as Purchaser deems appropriate under the circumstances then existing. Thereafter, Purchaser intends to review such information as part of a comprehensive review of ORCC's business, operations, capitalization and management with a view to optimizing development of ORCC's potential in conjunction with ACI's existing businesses. Possible changes could include changes in ORCC's business, corporate structure, charter, bylaws, capitalization, board of directors, management or dividend policy, although, except as disclosed in this Offer to Purchase, Purchaser has no current plans with respect to any of such matters.

If Purchaser acquires Shares pursuant to the Offer and depending upon the number of Shares so acquired and other factors relevant to Purchaser's equity ownership in ORCC, ACI and Purchaser reserve the right to acquire additional Shares through private purchases, market transactions, tender or exchange offers or otherwise on terms and at prices that may be more or less favorable than those of the Offer, or, subject to any applicable legal restrictions, to dispose of any or all Shares acquired by them.

(c) The Transaction Agreement. The following summary description of the Transaction Agreement does not purport to be complete and is qualified in its entirety by reference to the Transaction Agreement, a copy of which Purchaser has included as an exhibit to the Schedule TO, which Shareholders may examine and copy as set forth in Section 9—"Certain Information Concerning ACI" above. You are encouraged to read the full text of the Transaction Agreement because it is the legal document that governs the Offer and the Merger. The summary description has been included in this Offer to Purchase to provide Shareholders with information regarding the terms of the Transaction Agreement and is not intended to modify or supplement any factual disclosures about ORCC or ACI in ORCC's or ACI's public reports filed with the SEC. In particular, the Transaction Agreement and this summary of terms are not intended to be, and should not be relied upon as, disclosures regarding any facts and circumstances relating to ORCC or ACI. The representations and warranties have been negotiated with the principal purpose of establishing the circumstances in which Purchaser may have the right not to consummate the Offer, or a party may have the right to terminate the Transaction Agreement, if the representations, warranties and covenants of the other party prove to be untrue due to a change in circumstance or otherwise or covenants are breached, and allocate risk between the parties, rather than establish matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to Shareholders. The Transaction Agreement is filed as Exhibit (d)(1) to the Schedule TO and is incorporated by reference.

The Offer. The Transaction Agreement provides for the making of the Offer by Purchaser as promptly as practicable after the date of the Transaction Agreement. Purchaser's obligation to accept for payment and pay for Shares tendered pursuant to the Offer is subject to the satisfaction of the Minimum Condition and the Antitrust Condition, and the satisfaction of the other conditions set forth in Section 14—"Conditions of the Offer." Purchaser may waive some of the conditions to the Offer without the consent of ORCC. Purchaser may not, however, waive the Minimum Condition without the consent of ORCC. The Transaction Agreement provides that each Shareholder who tenders Shares in the Offer will receive $3.85 for each Share tendered in cash, without interest. Purchaser has agreed that, without the prior written consent of ORCC, it will not:

- decrease the Offer Price or change the form of consideration payable pursuant to the Offer;
- reduce the maximum number of Shares to be purchased in the Offer;
- impose conditions to the Offer in addition to those set forth in Section 14—"Conditions of the Offer";
- waive or change the Minimum Condition; or
- amend any other term of the Offer in a manner adverse to ORCC or Shareholders.

Extensions of the Offer. Purchaser (i) is permitted, if any condition to the Offer is not satisfied or waived on any scheduled Expiration Date, to extend the Expiration Date for one or more periods of not more than five business days per period and (ii) will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff of the SEC applicable to the Offer.

The Transaction Agreement obligates Purchaser, subject to applicable securities laws and the satisfaction of the conditions set forth in Section 14 —"Conditions of the Offer," to accept for payment and pay for, as soon as practicable after the Expiration Date, all Shares validly tendered and not withdrawn pursuant to the Offer.

Subsequent Offering Period. The Transaction Agreement permits Purchaser, following expiration of the Offer and if all of the conditions to the Offer set forth in Section 14—"Conditions of the Offer" are satisfied, but the number of Shares validly tendered and not withdrawn, together with any Shares held by ACI and Purchaser, if any, is less than 90% of the then-outstanding number of Shares, to provide for, in accordance with Rule 14d-11 under the Exchange Act, a Subsequent Offering Period.

Directors. Subject to applicable law, effective upon the later to occur of the purchase of (x) Shares pursuant to the Offer and (y) the Preferred Shares from the Preferred Shareholders pursuant to the applicable Shareholder Agreements, the Transaction Agreement provides that Purchaser will be entitled to designate a majority of the directors to the ORCC Board.

Following the election or appointment of ACI's designees and until the Effective Time, the approval of a majority of the independent directors of the ORCC Board then in office who were not designated by ACI will be required to authorize:

- any amendment, supplement, modification or waiver of any term of the Transaction Agreement;
- any termination of the Transaction Agreement by ORCC;
- any extension of the time for the performance of any of the obligations or other acts of ACI or Purchaser under the Transaction Agreement;
- any waiver of compliance with any of the agreements or conditions under the Transaction Agreement that are for the benefit of ORCC;
- any amendment to the ORCC certificate of incorporation or bylaws or any material modification of ORCC's 2005 Restricted Stock and Option Plan, the 1999 Stock Option Plan and the Employee Stock Purchase Plan;

- any authorization of an agreement between ORCC and any of its affiliates, on the one hand, and ACI, Purchaser or any of their respective affiliates, on the other hand; or
- any exercise of ORCC's rights or remedies under the Transaction Agreement and any action to seek to enforce any obligation of ACI or Purchaser under the Transaction Agreement (or any other action by the ORCC Board with respect to the transactions contemplated by the Transaction Agreement if such other action adversely affects, or could reasonably be expected to adversely affect, any of the holders of Shares other than ACI or Purchaser).

Top-Up Option. As part of the Transaction Agreement, ORCC granted to Purchaser under the Transaction Agreement an irrevocable option (the "Top-Up Option"), exercisable after the consummation of the Offer and prior to the effective time of the Merger, to purchase at a price per Share equal to the Offer Price up to that number of newly issued Shares (the "Top-Up Option Shares") from ORCC at a per Share purchase price equal to the Offer Price that, when added to the number of Shares owned by ACI and Purchaser at the time of exercise of the Top-Up Option, constitutes 90% of the number of Shares that will be outstanding immediately after the issuance of the Top-Up Option Shares. If ACI and Purchaser acquire, together with the Shares held by ACI, Purchaser and any other subsidiary of ACI, at least 90% of the outstanding Shares and at least 90% of the outstanding Preferred Shares, they will complete the Merger through the "short form" procedures available under Section 253 of the DGCL. The Top-Up Option may be exercised only once, in whole but not in part, at any time within five business days following the Expiration Date and prior to the earlier of the Effective Time and termination of the Transaction Agreement. On a fully diluted basis, the maximum number of Shares that ORCC may issue pursuant to the Top-Up Option is 29,877,059 Shares. Accordingly, because of the limited number of Shares that are authorized and issuable by ORCC, the Top-Up Option may only be exercised if, after giving effect to all Shares tendered and not validly withdrawn in the Offer, Purchaser and ACI own, directly or indirectly, 82.6% of the Shares outstanding.

The obligation of ORCC to deliver Top-Up Option Shares upon the exercise of the Top-Up Option is subject to certain customary conditions, including that:

- at the time of exercise, Purchaser owns more than 50% of all of the shares of capital stock of ORCC outstanding and entitled to vote in the election of directors on an-as converted, fully diluted basis but less than 90% of the Shares then-outstanding;
- upon exercise of the Top-Up Option, the number of Shares owned, directly or indirectly, by ACI or Purchaser constitutes 90% of the number of Shares that will be outstanding immediately after the exercise of the Top-Up Option;
- the number of Top-Up Option Shares issued pursuant to the Top-Up Option may in no event exceed the number of authorized and unissued Shares not otherwise reserved for issuance for outstanding ORCC stock options or other obligations of ORCC; and
- Purchaser has accepted for payment all Shares validly tendered in the Offer and not validly withdrawn.

The aggregate purchase price owed by Purchaser for the Top-Up Shares would be paid, at ACI's election, either (i) entirely in cash or (ii) by issuing to ORCC a promissory note having a principal amount equal to the aggregate purchase price pursuant to the Top-Up Option. Any such promissory note will bear interest at an interest rate equal to the per annum interest rate payable with respect to the revolver under ORCC's Credit Agreement with Bank of America dated February 21, 2007 (as in effect on January 30, 2013), which promissory note will be payable in full with accrued interest immediately at the Effective Time.

ACI and Purchaser may also acquire additional Shares after completion of the Offer through other means, such as open market purchases. In any event, if Purchaser acquires at least 90% of the total outstanding Shares and at least 90% of the total outstanding Preferred Shares, it would effect the Merger under the short-form merger provisions of the DGCL. Any Shareholders who have not sold their Shares in the Offer would have certain appraisal rights with respect to the short-form merger under the applicable provisions of the DGCL if those rights are perfected.

The Merger. The Transaction Agreement provides that, after the completion of the Offer and the satisfaction or the waiver of specified conditions described in this Offer to Purchase, at the Effective Time, Purchaser will be merged with and into ORCC. Following the Merger, the separate existence of Purchaser will cease, and ORCC will continue as the Surviving Corporation and a direct wholly owned subsidiary of ACI.

Under the terms of the Transaction Agreement, at the Effective Time, each Share outstanding immediately prior to the Effective Time will be converted automatically into the right to receive a cash amount equal to the Offer Price, without interest "Common Merger Consideration"). Each ORCC Preferred Share issued and outstanding immediately prior to the Effective Time (other than the Preferred Shares beneficially owned by ACI, which will remain outstanding) and Dissenting Shares (as defined below), will be converted into and constitute the right to receive cash in an amount per share equal to Series A-1 Preference Amount as defined in and as calculated in accordance with the Certificate of Designations, without interest (the "Preferred Merger Consideration," together with the Common Merger Consideration, the "Merger Consideration"). Notwithstanding the foregoing, the Merger Consideration will not be payable in respect of (i) Shares directly owned by ACI, Purchaser or any other wholly owned subsidiary of ACI, (ii) Shares directly owned by ORCC or any wholly owned subsidiaries of ORCC, and (iii) Dissenting Shares (as defined below). Each Share directly held by ACI, Purchaser or ORCC immediately prior to the Effective Time will be automatically cancelled and retired, and no payment will be made with respect to such Shares. The Preferred Shares beneficially owned by ACI will remain outstanding.

Shares that are issued and outstanding immediately prior to the Effective Time and held by a Shareholder (if any) who is entitled to demand, and who properly demands, appraisal for such Shares (the "Dissenting Shares") in accordance with Section 262 of the DGCL will not be converted into, or represent the right to receive, the Merger Consideration, but rather such Shareholder will be entitled to receive payment of the appraised value of such Dissenting Shares in accordance with the provisions of Section 262 of the DGCL. For the avoidance of doubt, ACI, Purchaser and ORCC have agreed and acknowledged that, in any appraisal proceeding described in this Offer to Purchase and to the fullest extent permitted by applicable law, the fair value of Shares subject to the appraisal proceeding will be determined in accordance with Section 262 of the DGCL without regard to the Top-Up Option, the Top-Up Shares or any promissory note delivered by Purchaser to ORCC in payment for Top-Up Shares. However, all Dissenting Shares held by Shareholders who have failed to perfect or who have otherwise waived, withdrawn or lost their rights to appraisal of such Dissenting Shares under such Section 262 of the DGCL will no longer be considered to be Dissenting Shares and will be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration. Any Shareholders who tender their Shares in the Offer will not be entitled to exercise appraisal rights with respect to such shares, but rather, subject to the conditions of the Offer, will receive the Offer Price.

Short-Form Merger Procedure. Section 253 of the DGCL provides that if a parent company owns at least 90% of each class of stock of a subsidiary, the parent company can effect a short-form Merger with that subsidiary without the action of the other shareholders of the subsidiary. Under the terms of the Transaction Agreement, if Purchaser, ACI or any of its subsidiaries hold, in the aggregate, at least 90% of the outstanding Shares and at least 90% of the outstanding Preferred Shares, ORCC, ACI and Purchaser will take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after completion of the Offer, without a meeting of the Shareholders in accordance with Section 253 of the DGCL.

Vote Required to Approve Merger; Shareholders Meeting. The ORCC Board has approved the Transaction Agreement, the Offer and the Merger. If the Short-Form Threshold is not met, then under the DGCL Purchaser must obtain the affirmative vote of the holders of at least a majority of the outstanding shares of capital stock of ORCC to adopt the Transaction Agreement. The Transaction Agreement provides that if the approval of Shareholders is required by applicable law, ORCC will:

- file with the SEC a proxy statement (the "Proxy Statement") under the Exchange Act and use its reasonable best efforts to have the Proxy Statement cleared by the SEC promptly, and each of ORCC,

ACI and Purchaser agrees to use reasonable best efforts, after consultation with the other parties to the Transaction Agreement, to respond promptly to all comments of and requests by the SEC with respect to the Proxy Statement and to cause the Proxy Statement and all required amendments and supplements thereto to be mailed to the holders of Shares and Preferred Shares entitled to vote at the Shareholders' Meeting (as defined below) at the earliest practicable time; and

- if required by applicable law in order to consummate the Merger and acting through the ORCC Board, in accordance with applicable law and ORCC's certificate of incorporation and bylaws, duly call, give notice of, convene and hold an annual or special meeting of its Shareholders, as promptly as reasonably practicable following consummation of the Offer for the purpose of considering and taking action on the Transaction Agreement and the Merger (such meeting, or any adjournments or postponements thereof, the "Shareholders' Meeting").

If the Minimum Condition is satisfied and Purchaser accepts for payment Shares tendered pursuant to the Offer, Purchaser will have sufficient voting power to adopt the Transaction Agreement at the Shareholders' Meeting without the affirmative vote of any other Shareholder.

Treatment of ORCC Equity Awards and Preferred Stock. The Transaction Agreement provides that each restricted stock unit relating to Share that is outstanding immediately prior to the Acceptance Date will, to the extent unvested, vest in full and become non-forfeitable immediately prior to the Effective Time, and be cancelled at the Effective Time and converted into the right to receive the Merger Consideration. The Transaction Agreement also provides that each option to purchase Shares, whether vested or unvested, that has not otherwise been canceled, forfeited or exercised prior to or as of the Effective Time will, without any further action on the part of such holder, be assumed by ACI as of the Effective Time and will continue to have, and be subject to, the same terms and conditions as were applicable to the corresponding option under the applicable ORCC Stock Plans and award agreement immediately before the Effective Time, subject to adjustment in accordance with the Transaction Agreement.

Pursuant to the Shareholder Agreements, each Preferred Shareholder has agreed, on the terms and subject to the conditions set forth therein, to sell the Preferred Shares owned by it to Purchaser for cash (with the purchase price per share for such Preferred Shares being equal to the Series A-1 Preference Amount as defined in and as calculated in accordance with the Certificate of Designations) on the date prior to payment.

Articles of Incorporation, Bylaws, Directors and Officers. The certificate of incorporation of ORCC in effect immediately prior to the Effective Time will be amended at the Effective Time so as to read in its entirety in the form as set forth in the Transaction Agreement and, as so amended, will be the certificate of incorporation of the Surviving Corporation of the Merger until changed or amended as provided in the certificate of incorporation and by applicable law. The bylaws of Purchaser in effect immediately prior to the Effective Time will be the bylaws of the Surviving Corporation of the Merger until thereafter changed or amended as provided in the bylaws and by applicable law. From and after the Effective Time, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be, (i) the directors of Purchaser immediately prior to the Effective Time will be the initial directors of the Surviving Corporation of the Merger and (ii) the officers of ORCC immediately prior to the Effective Time will be the initial officers of the Surviving Corporation of the Merger.

Representations and Warranties. In the Transaction Agreement, ORCC has made customary representations and warranties to ACI and Purchaser, including representations relating to its organization and standing, corporate power, corporate authority, consents and regulatory approvals, capitalization, subsidiaries, SEC filings, the Sarbanes-Oxley Act of 2002, litigation, compliance with laws, material contracts, taxes, benefit arrangements, compensation arrangements, labor matters, environmental matters, intellectual property, certain business practices, real and personal property, insurance, related party transactions, offer documents, information supplied and compliance with SEC filing and mailing requirements, anti-takeover provisions in ORCC's

organizational documents and anti-takeover agreements and financial advisors. ACI and Purchaser have made customary representations and warranties to ORCC with respect to, among other matters, their organization and standing, corporate power, corporate authority, consents and regulatory approvals, capitalization of Purchaser, interim operations of Purchaser, neither ACI nor Purchaser being an "interested stockholder" as defined in Section 203 of the DGCL or owning (beneficially or of record) more than 5% of Shares outstanding, information supplied and compliance with SEC filing and mailing requirements and sufficient funds.

None of the representations and warranties in the Transaction Agreement will survive consummation of the Merger and may not be the basis for claims under the Transaction Agreement by any party after termination of the Transaction Agreement except for any breach that was committed intentionally, by the breaching party or resulting from the breaching party's gross negligence.

Operating Covenants. Pursuant to the Transaction Agreement, from the date of the Transaction Agreement until the earlier of the Effective Time and the termination of the Transaction Agreement, ORCC will, and will cause each of its subsidiaries to (unless otherwise required by applicable law, consented to in writing in advance by ACI or contemplated or permitted by the Transaction Agreement or as set forth in the disclosure schedules to the Transaction Agreement), carry on its business in the ordinary course of business and use commercially reasonable efforts to preserve intact its respective business organizations and will not, among other things:

- enter into any new material line of business or change its material operating policies;
- (i) issue, sell or otherwise permit to become outstanding or dispose of or encumber or pledge, or authorize or propose the creation of, any additional shares of its capital stock or any other securities (including long term debt) or, with respect to any person, any securities or obligations convertible into or exercisable or exchangeable for, or giving any other person any right to subscribe for or acquire or any options, calls or commitments relating to, or any securities, including any instrument the value of which is determined in whole or in part by reference to the market price or value of, securities of such first person with respect to shares of its capital stock or any other securities or (ii) permit any additional shares of its capital stock to become subject to new grants under the ORCC 2005 Restricted Stock and Option Plan, the 1999 Stock Option Plan, the Employee Stock Purchase Plan and any other arrangement pursuant to which ORCC has granted any equity-based award (the "ORCC Stock Plans") or otherwise, except for the issuance or grant of options to purchase Shares and restricted share units granted under the ORCC Stock Plans to newly hired or promoted employees in the ordinary course of business consistent with past practice;
- (i) make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on, any shares of its capital stock, other than dividends from its wholly owned subsidiaries to it or another of its wholly owned subsidiaries or (ii) directly or indirectly adjust, split, combine, redeem or reclassify, or purchase or otherwise acquire, any shares of its capital stock other than purchases or cancellations of Shares in connection with the vesting of restricted share units or exercise of stock options in order to fund ORCC's withholding tax obligations associated with such vesting or exercise or to effect the "cashless" exercise of stock options;
- sell, transfer, mortgage, encumber or otherwise dispose of any of its assets, business or properties, except for sales, transfers, mortgages, encumbrances or other dispositions in the ordinary course of business, or liens, mortgages or encumbrances granted in connection with refinancing, replacement or extension of existing indebtedness consistent with past practice or pursuant to a transaction that, together with any other such transactions, is not material to it and its subsidiaries, taken as a whole;
- acquire all or any portion of the assets, business, properties or shares of stock or other securities of any other person other than the purchase of assets and properties in the ordinary course of business consistent with past practice;
- amend ORCC's certificate of incorporation or bylaws;

- implement or adopt any change in its financial accounting principles, practices or methods, other than as may be required by GAAP or regulatory accounting requirements applicable to U.S. publicly owned business organizations generally;
- enter into, amend, modify or renew any employment, consulting, change in control or similar contract, agreement or arrangement with any director, employee or consultant, or grant any salary or wage increase, equity awards or incentive or bonus payments, except (i) to make changes or payments that are required by the terms of a Benefit Arrangement (as defined in the Transaction Agreement); (ii) base salary increases to employees or other services providers of ORCC with an annual base salary of less than $100,000 in the ordinary course of business consistent with past practice; (iii) as set forth in the disclosure schedules to the Transaction Agreement; or (iv) in connection with the hiring of new non-officer employees in the ordinary course of business consistent with past practice;
- subject to certain exceptions, enter into, establish, adopt, amend, modify or renew any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement or any trust agreement in respect of any director, officer or employee or take any action to accelerate the vesting or exercisability of stock options, restricted stock units or other compensation or benefits payable thereunder, except (i) as may be required by the terms of a Benefit Arrangement or (ii) amendments that do not increase benefits or result in increased administrative costs;
- (i) incur any indebtedness for borrowed money other than borrowings pursuant to ORCC's and its subsidiaries' previously disclosed credit arrangements (or refinancing or replacement or extension of such credit arrangements) or under capital leases in effect on January 30, 2013 in the ordinary course consistent with past practice, (ii) issue, sell or amend any debt securities or other rights to acquire any debt securities of ORCC or any of its subsidiaries other than in connection with the refinancing or replacement or extension of existing credit facilities, (iii) other than to subsidiaries of ORCC, make any loans, advances or capital contributions to, or material investment in, any person, (iv) pledge or otherwise encumber shares of capital stock of ORCC or any of its subsidiaries (other than permitted liens), or (v) mortgage, pledge or otherwise encumber any of its material assets (other than permitted liens in connection with the refinancing or replacement or extension of existing credit facilities);
- change any material method of tax accounting or settle or compromise any tax liability or claim in excess of $500,000;
- terminate, amend or modify (in any material respect), or waive any material provision of, any material contract other than (i) in the ordinary course of business or (ii) in connection with the refinancing or replacement or extension of existing credit facilities;
- enter into any agreement containing any provision or covenant restricting in any material respect ORCC's or any of its subsidiaries' conduct of business or ability to compete in any line of business;
- make or agree to make any new capital expenditure or expenditures (other than in the ordinary course of business or capital expenditures that are contemplated by ORCC's annual budget for 2013 which has been made available to ACI);
- with respect to any intellectual property, except (x) for agreements between or among ORCC and its subsidiaries, (y) in the ordinary course of business consistent with past practice or (z) in connection with a refinancing or replacement of an existing credit facility, (i) encumber, impair, abandon, fail to maintain, transfer, license to any person (including through an agreement with a reseller, distributor, franchisee or other similar channel partner), or otherwise dispose of any right, title or interest of ORCC or any of its subsidiaries in any intellectual property or software products or (ii) divulge, furnish to or make accessible any material confidential or other non-public information in which ORCC or any of its subsidiaries has trade secret or equivalent rights within its intellectual property to any person who is not subject to an enforceable written agreement to maintain the confidentiality of such confidential or other non-public information;

- waive, release, assign, settle or compromise any claim, action or proceeding, other than waivers, releases, assignments, settlements or compromises that (i) involve the payment of monetary damages equal to or less than the amounts specifically reserved with respect thereto on the balance sheet as of December 31, 2011 included in ORCC's regulatory filings or that do not exceed $500,000 individually or in the aggregate, (ii) if involving any non-monetary outcome, will not have a material effect on the continuing operations of ORCC, (iii) are with respect to ordinary course customer disputes; or (iv) involving certain legal proceedings previously disclosed to ACI;
- take any action that would reasonably be expected to result in any of the conditions to the Offer set forth in Section 14—"Conditions of the Offer" not being satisfied; or
- enter into any contract or binding commitment with respect to any of the foregoing.

Access to Information. From the date of the Transaction Agreement until the Effective Time or the termination of the Transaction Agreement, upon reasonable notice and subject to applicable laws relating to the exchange of information, ORCC will afford ACI and its officers, employees, accountants, counsel, financial advisors, directors, investment bankers, other advisors, agents, representatives or controlled affiliates (the "Representatives") access during normal business hours to the books, records and properties of ORCC and its subsidiaries as ACI may reasonably request.

No Solicitation. In the Transaction Agreement, ORCC has agreed that neither it nor any of its subsidiaries, nor any of their respective officers, directors or employees, will, and that it will use its reasonable best efforts to cause its and their respective other Representatives not to (and will not authorize or give permission to its and their respective Representatives to), directly or indirectly:

- solicit, initiate, seek or knowingly encourage the making, submission or announcement of any Acquisition Proposal (as defined below);
- furnish any nonpublic information regarding ORCC or any of its subsidiaries to any person in connection with or in response to an Acquisition Proposal;
- continue or otherwise engage or participate in any discussions or negotiations with any person with respect to any Acquisition Proposal;
- except in connection with an ORCC Change of Recommendation (as defined below), approve, endorse or recommend any Acquisition Proposal;
- except in connection with an ORCC Change of Recommendation, enter into any letter of intent, arrangement, agreement or understanding relating to any Acquisition Proposal; or
- terminate, amend, modify or waive any provision of any confidentiality agreement to which it is a party relating to a proposed business combination involving ORCC or any standstill agreement to which it is a party unless the ORCC board of directors or any committee thereof determines in good faith, after consultation with outside legal counsel, that failure to take such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law.

ORCC will, and will cause its subsidiaries to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted heretofore with respect to any Acquisition Proposal and request the prompt return or destruction of all confidential information previously furnished.

Under the Transaction Agreement, ORCC agreed that it will promptly, and in no event later than 24 hours after its receipt of any Acquisition Proposal, or any request for nonpublic information relating to ORCC or any of its subsidiaries in connection with an Acquisition Proposal, advise ACI orally and in writing of such Acquisition Proposal or request (including providing the identity of the person making or submitting such Acquisition Proposal or request, and, (i) if it is in writing, a copy of such Acquisition Proposal and any related draft agreements and (ii) if oral, a reasonably detailed summary thereof). ORCC will keep ACI informed on a prompt

basis with respect to any change to the material terms of any such Acquisition Proposal (and in no event later than 24 hours following any such change), including providing ACI with a copy of any draft agreements and modifications thereof

ORCC Board Recommendation; ORCC Change of Recommendation. The ORCC Board has resolved to recommend that Shareholders accept the Offer and that Shareholders tender their Shares in the Offer to Purchaser (the "ORCC Board Recommendation"). Pursuant to the Transaction Agreement, neither the ORCC Board nor any committee of the ORCC Board may (i) withhold, withdraw or modify, or publicly propose to withhold, withdraw or modify, the ORCC Board Recommendation in a manner adverse to ACI or make any statement, filing or release, in connection with obtaining the affirmative vote of the holders of a majority of the outstanding Shares to approve the Merger to the extent required under the DGCL or otherwise, inconsistent with the ORCC Board Recommendation, (ii) approve, endorse or recommend any Acquisition Proposal (any of the foregoing set forth in clauses (i) and (ii), an "ORCC Change of Recommendation"), or (iii) enter into a written agreement providing for an Acquisition Proposal (an "Alternative Acquisition Agreement").

However, at any time prior to the earlier of the Acceptance Date or receipt of the affirmative vote of the holders of a majority of the outstanding shares of capital stock of ORCC to approve the Merger to the extent required under the DGCL, subject to the terms and conditions of the Transaction Agreement, the ORCC Board may make an ORCC Change of Recommendation if and only if:

- an Acquisition Proposal is made to ORCC by a third party, such offer is not withdrawn and ORCC has not breached the Transaction Agreement;
- the ORCC Board or any committee thereof determines in good faith after consultation with outside legal counsel and a financial advisor that such offer constitutes a Superior Proposal;
- following consultation with outside legal counsel, the ORCC Board or any committee thereof determines that failure to take such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law; and
- ORCC has paid the Termination Fee as required by the Transaction Agreement.

ORCC is not entitled to exercise its right to make an ORCC Change of Recommendation unless ORCC has:

- provided to ACI three business days' prior written notice (a "Notice of Superior Proposal" and such three business day period, the "Notice Period") advising ACI that the ORCC Board intends to take such action and including in the Notice of Superior Proposal (i) if it is in writing, a copy of such Acquisition Proposal and any related draft agreements and (ii) if oral, a reasonably detailed summary thereof (it being understood and agreed that any material revision or amendment to the terms of such Superior Proposal will require a new Notice of Superior Proposal and a subsequent notice period of two business days);
- during the Notice Period, if requested by ACI, engaged in good faith negotiations with ACI regarding any adjustments or modifications to the terms of the Transaction Agreement proposed by ACI and taking into account any such adjustments or modifications to the Transaction Agreement such that the Acquisition Proposal which was determined to constitute a Superior Proposal no longer is a Superior Proposal;
- at the end of the Notice Period, if such Acquisition Proposal has not been withdrawn, again makes the determination in good faith after consultation with outside legal counsel and a financial advisor (after negotiating in good faith with ACI and its Representatives if requested by ACI during the Notice Period regarding any adjustments or modifications to the terms of the Transaction Agreement proposed by ACI and taking into account any such adjustments or modifications) that the Acquisition Proposal continues to be a Superior Proposal; and

- after consultation with outside legal counsel, determines that the failure to take make an ORCC Change of Recommendation would be reasonably likely to result in a breach of the fiduciary duties of the ORCC Board under applicable law.

The Transaction Agreement does not prohibit ORCC from complying with Rule 14d-9 or Rule 14e-2 promulgated under the Exchange Act with regard to any Acquisition Proposal, including any so called "stop, look and listen" communications, or making any other statement or disclosure that ORCC determines in good faith, after consultation with its outside legal counsel, that the failure of ORCC to make such statement or disclosure would reasonably be expected to be a violation of applicable law.

The Transaction Agreement defines "Acquisition Proposal" to mean any proposal or offer, including any renewal or revision of a prior proposal or offer, with respect to:

- any purchase of a 10% or greater equity interest (including by means of a tender or exchange offer) in the voting stock of ORCC or any of its subsidiaries;
- a merger, consolidation, other business combination, reorganization, recapitalization, dissolution, liquidation or similar transaction involving ORCC or any of its subsidiaries; or
- any purchase of 10% or more of the assets (other than in the ordinary course of business), businesses, securities or ownership interests of the Company (including the securities of any subsidiary of ORCC).

The Transaction Agreement defines "Superior Proposal" to mean a *bona fide*, written Acquisition Proposal by an unaffiliated third person to acquire 50% or more of the shares of capital stock of ORCC (with the Preferred Shares counted on an as converted basis), assets, businesses, securities or ownership interests (including the securities of any subsidiary of ORCC) on terms that the ORCC Board determines in good faith, after consultation with ORCC's financial and legal advisors, and considering such factors as the ORCC Board considers to be appropriate (including the conditionality and the timing and likelihood of success of such Acquisition Proposal), (i) are more favorable to Shareholders than the transactions contemplated by the Transaction Agreement and (ii) is reasonably likely to be completed, in each of the cases of clause (i) and (ii) taking into account all financial, regulatory, legal and other aspects of such Acquisition Proposal (including the timing and likelihood of consummation thereof) and the payment of the Termination Fee (as defined below).

Termination. The Transaction Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Effective Time:

1. by mutual written consent of ACI and ORCC, notwithstanding any adoption of the Transaction Agreement by Shareholders;
2. by either ACI or ORCC, if,
   A. any governmental authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) that has become final and nonappealable and has the effect of making consummation of the Offer or the Merger illegal or otherwise preventing or prohibiting consummation of the Offer or the Merger; provided that the party seeking to terminate the Transaction Agreement shall have used its reasonable best efforts to remove or lift such injunction, order, decree or ruling; or
   B. prior to the Acceptance Date, (i) the Offer expires pursuant to its terms without any Shares being purchased thereunder as a result of the failure to satisfy one or more conditions to the Offer set forth Section 14—"Conditions of the Offer" or (ii) the Acceptance Date shall not have occurred prior to July 31, 2013 (the "Termination Date"); *provided*, *however*, that the right to terminate the Termination Agreement will not be available to any party to the extent that such party's failure to comply with any provision of the Transaction Agreement has resulted in the failure of any of the conditions set forth in Section 14—"Conditions of the Offer" to be satisfied prior to the Termination Date;

3. by ACI, if, prior to the Acceptance Date,
   A. there shall have been a breach of any of the covenants or any of the representations or warranties set forth in the Transaction Agreement on the part of ORCC, which breach is not cured within 30 days following written notice by ACI to ORCC, or which breach ACI in good faith determines, by its nature or timing, is incapable of being cured prior to the consummation of the Offer; or
   B. (i) the ORCC Board shall have withdrawn or materially modified the ORCC Board Recommendation in a manner adverse to ACI, (ii) ORCC shall have entered into any Alternative Acquisition Agreement, or (iii) the ORCC Board shall have resolved to do any of the foregoing;
4. by ORCC, if, prior to the Acceptance Date,
   A. ACI or Purchaser fails to commence the Offer within 20 business days of January 30, 2013;
   B. at any time prior to the Acceptance Date, in order to enter into a transaction that constitutes a Superior Proposal; *provided*, *however*, that no such termination will be effective, and ORCC may not enter into any commitment with respect to any Superior Proposal, unless prior thereto ORCC has complied with all of its covenants pursuant to the Transaction Agreement; it being understood ORCC may enter into any agreement providing for a Superior Proposal simultaneously with the termination of the Transaction Agreement and payment of the Termination Fee (provided that ACI shall have provided wiring instructions for the Termination Fee or, if not, then payment of the Termination Fee shall be paid promptly following delivery of such instructions); or
   C. there shall have been a material breach of any of the covenants or agreements or any of the representations or warranties set forth in the Transaction Agreement on the part of Purchaser or ACI, which breach is not cured within 30 days following written notice by ORCC to ACI, or which breach ORCC in good faith determines, by its nature or timing, is incapable of being cured prior to the consummation of the Offer.

Effect of Termination; Termination Fee. In the event of the termination of the Transaction Agreement in accordance with its terms, the Transaction Agreement will become void and have no effect, without any liability or obligation on the part of any party to the Transaction Agreement, except with respect to certain specified provisions, which provisions will survive any such termination, including provisions relating to the payment of termination fees and expenses in the circumstances described below. However, no party would be relieved from any liability or damages resulting from any breach of the Transaction Agreement occurring prior to the termination of the Transaction Agreement that was committed intentionally by the breaching party or resulted from the breaching party's gross negligence.

ORCC will pay ACI a termination fee equal to $8.0 million (the "Termination Fee") if the Transaction Agreement is terminated pursuant to clause 3(B) described under "Termination" above. In addition, if:

- the Transaction Agreement is terminated pursuant to clause 2(B) or 4(B) described under "Termination" above;
- an Acquisition Proposal is publically announced or otherwise communicated to a member of senior management of ORCC or the ORCC Board (or any person shall have publicly announced or communicated a *bona fide* intention, whether or not conditional, to make an Acquisition Proposal) at any time prior to the date of termination at any time prior to the date of termination; and
- within nine months after such termination, ORCC enters into a definitive contract to consummate, or consummates, the transactions contemplated by any Acquisition Proposal,

then (upon the satisfaction of all of the conditions set forth in the bullet points above), ORCC will pay to ACI the Termination Fee prior to entering into any definitive agreement with respect to a Superior Proposal or simultaneously with ORCC entering into such definitive agreement, or, if applicable, consummating such

transaction; provided, however, that if the Transaction Agreement is terminated for this reason, (i) the references in the definition of Acquisition Proposal to "10%" will instead be deemed to refer to "a majority" and (ii) references in the definition of Acquisition Proposal to a merger, consolidation, other business combination, reorganization, recapitalization, dissolution, liquidation or similar transaction involving ORCC or any of its subsidiaries shall reference only such a transaction involving ORCC pursuant to which Shareholders immediately preceding such transaction hold securities representing less than a majority of the total outstanding voting power of the surviving or resulting entity in such transaction.

Third-Party Consents and Regulatory Approvals. Subject to the terms and conditions of the Transaction Agreement, each of ACI, Purchaser and ORCC agreed to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things, necessary, proper or advisable to consummate and make effective, as promptly as practicable, the Offer, Merger and the other transactions contemplated by the Transaction Agreement in accordance with the terms of the Transaction Agreement and the Shareholder Agreements, including

- the obtaining of all necessary actions or nonactions, waivers, consents and approvals from governmental authorities and the making of all necessary registrations, notices and filings (including filings with governmental authorities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental authority;
- the avoidance of each and every impediment under any antitrust, merger control, competition or trade regulation law that may be asserted by any governmental authority with respect to any aspect of the Offer, Merger and the other transactions contemplated by the Transaction Agreement so as to enable the closing of the Merger to occur as soon as reasonably possible;
- the obtaining of all necessary consents, approvals or waivers from other third parties, including any such consents, approvals or waivers required in connection with any divestiture;
- the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging the Transaction Agreement or delaying, preventing or restraining the consummation of the Offer, Merger and the other transactions contemplated by the Transaction Agreement, including seeking to have any stay or temporary restraining order entered by any governmental authority vacated, overturned or reversed, including by vigorously pursuing all available avenues of administrative and judicial appeal; and
- the execution and delivery of any additional instruments necessary to consummate the Offer, Merger and the other transactions contemplated by the Transaction Agreement and to fully carry out the purposes of the Transaction Agreement and the Shareholder Agreements.

In addition, ORCC and ACI agreed to (i) duly file with the United States Federal Trade Commission (the "FTC") and the Antitrust Division of the United States Department of Justice (the "DOJ") the Notification and Report Form required under the U.S. Hart Scott Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder (the "HSR Act") and (ii) duly make all notifications and other filings required under any other applicable competition, merger control, antitrust or similar law. On February 6, 2013, ACI filed a Notification and Report Form under the HSR Act with the DOJ and the FTC. See Section 15—"Certain Legal Matters; Regulatory Approvals—Antitrust Compliance."

Employee Matters. It is ACI's intention that, for a period of one year following the Effective Time, the employees of ORCC and its subsidiaries who remain employed by the Surviving Corporation and its subsidiaries (the "Post-Merger Employees") will receive salaries and benefits that are, in the aggregate, approximately equal to the salaries and benefits (other than equity compensation) they received prior to the Effective Time, it being understood that ACI may make changes in the compensation and benefits that it determines to be in its best interests from time to time.

The Transaction Agreement also provides that it is ACI's intention that, with certain exceptions, Post-Merger Employees will be credited for purposes of eligibility, vesting and entitlement to benefits under any employee benefit plan of ACI, the Surviving Corporation or any of their subsidiaries in which such Post-Merger Employees participate. In addition, in the event of any change in the welfare benefits provided to Post-Merger Employees after the Effective Time, ACI intends to use its reasonable efforts to (i) waive limitations relating to pre-existing conditions, exclusions and waiting periods under any welfare benefit plans in which Post-Merger Employees participate following the Effective Time and (ii) credit Post-Merger Employees for any co-payments and deductibles paid prior to any such change for the plan year in which the Effective Time occurs.

In addition, the Transaction Agreement provides that ORCC will take all actions necessary to fully vest the account balances of cash participants in the ORCC 401(k) Retirement Plan, effective immediately prior to the Effective Time.

Indemnification and Insurance. The Transaction Agreement provides that the Surviving Corporation will assume all obligations with respect to rights to indemnification and exculpation from liabilities, including advancement of expenses, for acts or omissions occurring at or prior to the Effective Time existing in favor of current or former directors and officers of ORCC and its subsidiaries as provided in ORCC's articles incorporation and bylaws (or in the organizational documents of ORCC's subsidiaries) or in any written indemnification contract between such directors or officers and ORCC (in each case, as in effect on the date of the Transaction Agreement).

For seven years after the Effective Time, ACI will maintain (directly or indirectly through ORCC's existing insurance programs) in effect ORCC's current directors' and officers' liability insurance in respect of acts or omissions occurring at or prior to the Effective Time, covering each person currently covered by ORCC's directors' and officers' liability insurance policy, on terms with respect to such coverage and amounts no less favorable than those of such policy in effect on January 30, 2013*; provided* that ORCC will endeavor to obtain such extended reporting period coverage under its existing insurance programs (to be effective as of the Effective Time) and, if ORCC is unable to obtain such coverage prior to the Effective Time, ACI will cause the Surviving Corporation to obtain such coverage with a creditworthy issuer. In satisfying such obligations, ACI will not be obligated to pay more than 250% of the annual premiums currently paid by ORCC for such insurance.

Conditions of the Offer. See Section 14—"Conditions of the Offer."

Conditions to the Merger. The respective obligation of each party to the Transaction Agreement to consummate the Merger is subject to the fulfillment or (to the extent permitted by law) written waiver by the parties prior to the Effective Time of each of the following conditions:

- if and to the extent required by the DGCL, the Transaction Agreement, the Merger and the other transactions contemplated by the Transaction Agreement shall have been approved and adopted by the affirmative vote of holders of at least a majority of the outstanding Shares and Preferred Shares;
- no governmental authority shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, injunction, order, decree or ruling (whether temporary, preliminary or permanent) that is then in effect and has the effect of making the acquisition of Shares and Preferred Shares by ACI or Purchaser or any affiliate of either of them illegal or otherwise restricting, preventing or prohibiting consummation of the transactions contemplated by the Transaction Agreement; and
- the Acceptance Date shall have occurred and Purchaser shall have accepted for payment and paid for Shares (in each case to the extent validly tendered and not withdrawn) pursuant to the Offer.

Fees and Expenses. With certain exceptions, other than as specifically provided in the Transaction Agreement or otherwise agreed to in writing by the Parties hereto, all costs and expenses incurred in connection with the Offer, the Merger, the Transaction Agreement and the transactions contemplated by the Transaction Agreement will be paid by the party incurring such costs or expenses, whether or not the Merger is consummated.

No Third-Party Beneficiaries. The Transaction Agreement is not intended to, and does not, confer upon any other person or entity any rights or remedies under the Transaction Agreement, except as set forth in or contemplated by the terms and provisions of the Transaction Agreement relating to directors' and officers' indemnification and insurance.

Amendment; Waiver. Any provision of the Transaction Agreement may be amended prior to the Effective Time if, but only if, such amendment is in writing and is signed by each party to the Transaction Agreement, except to the extent that any such amendment would violate applicable law or require submission or resubmission of the Transaction Agreement or the Merger contemplated hereby to the Shareholders. Any amendment of the Transaction Agreement after the appointment by ACI of directors to ORCC will require the consent of a majority of the directors not appointed by ACI.

(d) The Non-Disclosure and Confidentiality Agreement. ORCC and ACI (and joined by Pricewaterhouse Coopers ("PwC") on January 4, 2013) entered into a non-disclosure and confidentiality agreement dated as of November 15, 2012 (the "Confidentiality Agreement"), pursuant to which ACI and PwC agreed, subject to certain exceptions, to, among other things, keep confidential certain information provided by ORCC for purposes of evaluating a possible transaction between ACI and ORCC.

(e) The Shareholder Agreements. The following summary description of the Shareholder Agreements does not purport to be complete and is qualified in its entirety by reference to such agreements, copies of which Purchaser has included as exhibits to the Schedule TO, which Shareholders may examine and copy as set forth in Section 9—"Certain Information Concerning ACI" above. Shareholders are encouraged to read the full text of the Shareholder Agreements because they are legal documents that govern the actions of the Shareholder Agreement Parties. The Shareholder Agreements are filed as Exhibits (d)(2), (d)(3), (d)(4) and (d)(5) to the Schedule TO and are incorporated by reference.

In connection with the execution and delivery of the Transaction Agreement, ACI and Purchaser entered into separate Shareholder Agreements, with the Shareholder Agreement Parties. Pursuant to such Shareholder Agreements, the Shareholder Agreement Parties have agreed, on the terms and subject to the conditions set forth in the Shareholder Agreements, among other things, to tender in the Offer the Shares beneficially owned by them in the Offer and the Tennenbaum Parties agreed to sell to Purchaser all Preferred Shares owned by them for cash immediately following the date on which Purchaser accepts for payment the Shares validly tendered in the Offer. In addition, each of the Shareholder Agreement Parties has agreed to certain actions in support of the transactions contemplated by the Transaction Agreement, including granting an irrevocable limited proxy and power of attorney to ACI and Purchaser, or any nominee thereof, with full power of substitution, during and for the term of the Shareholder Agreements, to vote the Shares that such Shareholder Agreement Party beneficially owns at the time of such vote, at any annual, special or adjourned meeting of the Shareholder Agreement Parties (i) in favor of adoption of the Transaction Agreement and approval of the Merger and the other transactions contemplated thereby and (ii) against (a) any alternative acquisition proposal made by a third party and (b) any action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of ORCC under the Transaction Agreement. As of the date of this Offer to Purchase, the shares subject to the Shareholder Agreements constitute approximately 22.3% of the Shares (on a fully diluted basis).

Pursuant to the Shareholder Agreements, each of the Shareholder Agreement Parties has agreed to promptly notify ACI and Purchaser of any new Shares acquired by it after the execution date of such Shareholder Agreement Party's Shareholder Agreements.

The Shareholder Agreements each terminate as of the date upon which the Transaction Agreement is validly terminated, including if the ORCC Board terminates the Transaction Agreement in order to accept a superior proposal. Purchaser refers to the period during which the Shareholder Agreements are in effect as the "Term" of the Shareholder Agreements. During the Term, each of the Shareholder Agreement Parties agrees to not:

- tender into any tender or exchange offer or otherwise sell, transfer, pledge, assign or otherwise dispose of, or encumber with any lien, any of the Shares (other than pursuant to the terms of the Shareholder Agreements and the Transaction Agreement);
- acquire any Shares or other securities of ORCC (otherwise than in connection with a stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock or other securities of ORCC on, of or affecting the Shares or the like);
- deposit the Shares into a voting trust, enter into any other voting or Shareholder agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect to the Shares; or
- enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, transfer, pledge, assignment or other disposition of any interest in or the voting of any Shares, Preferred Shares or any other securities of ORCC.

(f) Appraisal Rights. No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Merger is consummated, each holder of Shares at the Effective Time who has neither voted in favor of the Merger nor consented to the Merger in writing, and who otherwise complies with the applicable statutory procedures under Section 262 of the DGCL, will be entitled to receive a judicial determination of the fair value of the holder's Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such judicially determined amount in cash, together with such rate of interest, if any, as the Delaware court may determine for Shares held by such holder.

Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the Shares. Holders of Shares should recognize that the value so determined could be higher or lower than the price per share paid pursuant to the Offer or the per share price to be paid in the Merger. Moreover, Purchaser may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer and the Merger. For the avoidance of doubt, ACI, Purchaser and ORCC have agreed and acknowledged that, in any appraisal proceeding described in this Offer to Purchase and to the fullest extent permitted by applicable law, the fair value of the Shares subject to the appraisal proceeding will be determined in accordance with Section 262 of the DGCL without regard to the Top-Up Option, the Top-Up Shares or any promissory note delivered by Purchaser to ORCC in payment for Top-Up Shares.

The foregoing summary of the rights of dissenting Shareholders under the DGCL does not purport to be a statement of the procedures to be followed by Shareholders desiring to exercise any appraisal rights under Delaware law. The preservation and exercise of appraisal rights require strict and timely adherence to the applicable provisions of Delaware law which will be set forth in their entirety in the proxy statement or information statement for a Merger, unless effected as a short-form Merger, in which case they will be set forth in the notice of Merger. The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware law and is qualified in its entirety by reference to Delaware law.

You may not exercise appraisal rights at this time. The information provided above is for informational purposes only with respect to Shareholders' alternatives if the Merger is consummated. If a Shareholder sells his Shares in the Offer, such Shareholder will not be entitled to exercise appraisal rights with respect to such Shares but, rather, subject to the conditions of the Offer, will receive the Offer Price for such Shares.

(g) Going Private Transactions. The SEC has adopted Rule 13e-3 promulgated under the Exchange Act, which is applicable to certain "going private" transactions and which may, under certain circumstances, be applicable to the Merger. However, Rule 13e-3 would be inapplicable if (1) the Shares are deregistered under the Exchange Act prior to the Merger or other business combination or (2) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. ACI and Purchaser believe that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following the consummation of the Offer and, in the Merger, the Shareholders will receive the same price per Share as paid in the Offer. If applicable, Rule 13e-3 requires, among other things, that certain financial information concerning the fairness of the proposed transaction and the consideration offered to minority Shareholders in the transaction be filed with the SEC and disclosed to Shareholders prior to the consummation of the transaction.

13. *Dividends and Distributions*.

As discussed in Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—Operating Covenants," pursuant to the Transaction Agreement, from the date of the Transaction Agreement until the earlier of the Effective Time and the termination of the Transaction Agreement, ORCC has agreed not to:

- make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on, any shares of its capital stock, other than dividends from its wholly owned subsidiaries to it or another of its wholly owned subsidiaries,
- directly or indirectly adjust, split, combine, redeem or reclassify, or purchase or otherwise acquire, any shares of its capital stock,
- except as expressly contemplated by the Transaction Agreement (including the issuance of Top-Up Option Shares), issue, sell or otherwise permit to become outstanding or dispose of or encumber or pledge, or authorize or propose the creation of, any additional shares of its capital stock or any other securities (including long term debt) or, with respect to any person, any securities or obligations convertible into or exercisable or exchangeable for, or giving any other person any right to subscribe for or acquire or any options, calls or commitments relating to, or any securities, including any instrument the value of which is determined in whole or in part by reference to the market price or value of, securities of such first person with respect to shares of its capital stock or any other securities, or
- permit any additional shares of its capital stock to become subject to new grants under the ORCC Stock Plans or otherwise, except for the issuance or grant of options to purchase Shares granted under the ORCC Stock Plans and restricted shares under the ORCC Stock Plans to newly hired or promoted employees in the ordinary course of business consistent with past practice.

14. *Conditions of the Offer*.

Pursuant to the Transaction Agreement, Purchaser is not required to accept for payment or pay for any Shares and may terminate the Offer, but only after complying with any obligation to extend the Expiration Date of the Offer pursuant to the Transaction Agreement if:

- at the expiration of the Offer (as extended from time to time as applicable), (i) the Minimum Condition is not satisfied, (ii) the Antitrust Condition is not satisfied, or (iii) any approval or consent of any governmental authority that is necessary for the transactions contemplated by the Transaction Agreement to be consummated in accordance with the terms of the Transaction Agreement, or any relevant statutory, regulatory or other governmental waiting periods, whether domestic, foreign or

supranational, the failure of which to be obtained or to be in full force and effect or to have expired, as applicable, would, upon the purchase of the Shares pursuant to the Offer, have a Material Adverse Effect (as defined below) on ORCC, shall not have been obtained or be in full force and effect or shall not have expired, as applicable; or

- at the expiration of the Offer (as extended from time to time as applicable), any of the following events shall occur and be continuing:
  - (i) any of ORCC's representations and warranties regarding organization and standing, corporate power, corporate authority and capitalization (defined as the "Specified Representations" in the Transaction Agreement) shall not be true and correct at and as of January 30, 2013 or the date of acceptance for payment of the Shares by Purchaser (the "Acceptance Date") as though made at and as of the Acceptance Date and (ii) any of the other representations and warranties of ORCC set forth in the Transaction Agreement shall not be true and correct in each case at and as of January 30, 2013 or the Acceptance Date as though made at and as of the Acceptance Date (except to the extent expressly made as of an earlier date, in which case solely as of such date), in each instance in this clause (ii), except as has not had a Material Adverse Effect on ORCC;
  - ORCC shall have failed to perform or comply in any material respect with any of its covenants or agreements under the Transaction Agreement to be performed or complied with prior to the Acceptance Date;
  - the Transaction Agreement shall have been terminated in accordance with its terms;
  - a Material Adverse Effect on ORCC;
  - ACI and ORCC shall have mutually agreed that Purchaser shall terminate the Offer or postpone the acceptance for payment of Shares thereunder;
  - a governmental authority shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, injunction, order, decree or ruling (whether temporary, preliminary or permanent) that is then in effect and has the effect of making the acquisition of Shares by ACI or Purchaser or any affiliate of either of them illegal or otherwise restricting, preventing or prohibiting consummation of the transactions contemplated by the Transaction Agreement;
  - there are actions, suits, claims, litigations or proceedings by or on behalf of any governmental authority pending or threatened in writing against ORCC, ACI or Purchaser or any of their respective officers or directors that could reasonably be expected to materially adversely affect the ability of ACI to own or control ORCC or to consummate the transactions contemplated by the Transaction Agreement or seek to enjoin any of the transactions contemplated by the Transaction Agreement or obtain damages therefrom and which ACI's board of directors determines in good faith, after consultation with counsel, is or could reasonably be expected to be of material adverse significance; or
  - (i) ORCC shall not have published or become obligated to publish a press release or file or become obligated to file a report with the U.S. Securities and Exchange Commission (the "SEC") to the effect that ORCC's prior financial statements or reports filed with the SEC may no longer be relied upon, (ii) none of ORCC or any of its directors or executive officers shall have been named as a party to any criminal proceeding or become the target of any grand jury or other investigation of possible criminal conduct where such conduct relates to the business of ORCC, (iii) if the Acceptance Date has not occurred prior to March 18, 2013, ORCC shall have delivered to Purchaser its audited consolidated balance sheet as of December 31, 2012, and the related audited consolidated statements of operations, shareholders' equity and comprehensive income (loss) and cash flows for the year ended December 31, 2012, together with the report and opinion thereon of KPMG LLP (or another independent public accounting firm reasonably acceptable to ACI) that satisfies the requirements of Rule 2-02 of Regulation S-X of the Exchange Act), which

report and opinion (A) shall be prepared in accordance with generally accepted auditing standards and (B) shall not contain any qualification or exception as to the scope of such audit, or (iv) if the Acceptance Date has not occurred prior to May 10, 2013, ORCC delivered to Purchaser its unaudited consolidated balance sheet as of March 31, 2013, and the related unaudited consolidated statements of operations, shareholders' equity and comprehensive income (loss) and cash flows for the three-month period ended March 31, 2013, except in the case of clauses (i), (iii) and (iv) of this paragraph with respect to certain matters previously disclosed to ACI and Purchaser in writing.

The foregoing conditions are for the sole benefit of ACI and Purchaser and, except for the Minimum Condition, which may be waived only with the prior written consent of ORCC, may be waived by ACI and Purchaser, in their sole discretion, in whole or in part at any applicable time or from time to time, subject to the terms and conditions of the Transaction Agreement and the applicable rules and regulations of the SEC.

The Transaction Agreement defines "Material Adverse Effect" to mean, with respect to ORCC, any event, change, effect, development, condition or occurrence (each, an "Effect") individually or in the aggregate with all other Effects, that is or could reasonably be expected to be materially adverse on or with respect to the business, financial condition or results of operations of ORCC and its subsidiaries, taken as a whole; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute or be taken into account in determining whether there has been or will be, a Material Adverse Effect: any Effect (A) in or generally affecting the economy or the financial or securities markets in the countries or industries in which ORCC and its subsidiaries operate generally or (B) to the extent resulting from or arising out of (1) any changes in law or GAAP, (2) any natural disasters or weather-related event, (3) any changes in national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the outbreak or escalation of hostilities or acts of war, sabotage or terrorism, (4) ORCC's failure to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, a Material Adverse Effect), (5) any change in the market price or trading volume of ORCC's securities (it being understood that the facts or occurrences giving rise or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, a Material Adverse Effect unless such change results from the matters set forth in clauses (A) or (B)(1), (2) (3), (4), (6), (7), (8) or (9)), (6) costs incurred by ORCC in connection with the Transaction Agreement or the transactions contemplated thereby, including financial advisory and legal costs, including legal costs resulting from the execution or announcement of the Transaction Agreement, (7) any change attributable predominantly to the negotiation, execution, announcement, pendency or pursuit of the transactions contemplated by the Transaction Agreement, including any cancellation of or delays in customer orders, any reduction in sales and any disruption in supplier, distributor, partner or similar relationships, (8) certain matters specifically identified in the disclosure schedules to the Transaction Agreement, or (9) any change arising from or relating to compliance with the express terms of this Agreement, or action taken, or failure to act, to which ACI or Purchaser has consented, but only to the extent, in each of clauses (A), (B)(1), (B)(2) and (B)(3), that such Effect does not affect ORCC and its Subsidiaries, taken as a whole, in a disproportionate manner relative to other participants in the industries in which ORCC and its Subsidiaries operate.

15. *Certain Legal Matters; Regulatory Approvals*.

Except as otherwise set forth in this Offer to Purchase, based on Purchaser's examination of publicly available information filed by ORCC with the SEC and other publicly available information concerning ORCC, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to ORCC's business that might be adversely affected by Purchaser's acquisition of Shares pursuant to the Offer or, except as set forth below, of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for Purchaser's acquisition or ownership of

Shares pursuant to the Offer. Should any such approval or other action be required or desirable, Purchaser currently contemplates that such approval or other action will be sought. Except as described under "Antitrust Compliance," there is no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. Purchaser is unable to predict whether Purchaser will determine that Purchaser is required to delay the acceptance for payment of or payment for Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions) or that if such approvals were not obtained or such other actions were not taken adverse consequences might not result to ORCC's business or certain parts of ORCC's business might not have to be disposed of, any of which could cause Purchaser to elect to terminate the Offer without the purchase of Shares. Our obligation under the Offer to accept for payment and pay for Shares is subject to the conditions set forth in Section 14—"Conditions of the Offer."

State Takeover Laws. A number of other states have adopted laws and regulations applicable to attempts to acquire securities of corporations which are incorporated, or have substantial assets, Shareholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. To the extent that these state takeover statutes (other than Section 203 of the DGCL) purport to apply to the Offer or the Second-Step Merger, ACI believes that there are reasonable bases for contesting such laws. In *Edgar v. MITE Corp*., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute, which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana may, as a matter of corporate law and, in particular, with respect to those aspects of corporate law concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without the prior approval of the remaining Shareholders. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of Shareholders in the state and were incorporated there. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a Federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional insofar as they apply to corporations incorporated outside Oklahoma because they would subject those corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December 1988, a federal district court in Florida held, in *Grand Metropolitan P.L.C. v. Butterworth*, that the provisions of the Florida affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida.

If any government official or third party seeks to apply any state takeover law to the Offer or the Merger, Purchaser will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. If it is asserted that one or more state takeover statute is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser may be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and Purchaser may be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or the Merger. In such case, Purchaser may not be obligated to accept for payment or pay for any tendered Shares. See Section 14—"Conditions of the Offer."

Legal Proceedings. On February 6, 2013, James J. Scerra, a Shareholder, commenced a lawsuit on behalf of himself and a putative class of ORCC common stock holders (the "Scerra Complaint") in the Court of Chancery of the State of Delaware. The Scerra Complaint alleges claims for breach of fiduciary duties against ORCC's directors (the Individual Defendants") and claims against ACI and Purchaser (collectively, with the Individual Defendants and ORCC, the "Defendants") for aiding and abetting the Individual Defendants' breach of fiduciary duties in connection with the Transaction Agreement. The Scerra Complaint seeks, among other relief, an order (i) enjoining the Defendants from consummating the Offer, (ii) rescinding the Offer or any terms thereof, and (iii) granting

rescissory damages to the putative class. The Scerra Complaint is captioned James J. Scerra v. Joseph L. Cowan, et al., Case No. 8280. The foregoing description is qualified in its entirety by reference to the Scerra Complaint which is filed as Exhibit (a)(5)(D) to the Schedule TO and which is incorporated herein by reference.

Antitrust Compliance. Under the HSR Act and the rules that have been promulgated thereunder, certain acquisitions of voting securities or assets may not be consummated unless Notification and Report Forms have been filed with the Antitrust Division of the U.S. Department of Justice (the "DOJ") and the Federal Trade Commission (the "FTC") and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements and may not be completed until the expiration or termination of the waiting period, discussed below, following the filing by ACI, as the ultimate parent entity of Purchaser, of a Notification and Report Form.

On February 6, 2013, ACI filed a Notification and Report Form under the HSR Act with the DOJ and the FTC. The waiting period applicable to the purchase of Shares pursuant to the Offer will expire at 11:59 p.m., New York City time, on February 21, 2013 (unless earlier terminated by the DOJ and the FTC or unless extended as described below). The DOJ or the FTC may extend the waiting period by requesting additional information or documentary material relevant to the Offer from ACI. If such a request is made, the waiting period will be extended until 11:59 p.m., New York City time, ten calendar days after ACI substantially complies with such request. Thereafter, such waiting period can be extended only by court order or with ACI's consent. Although the DOJ or the FTC may also request additional information or documentary material from ORCC, ORCC's failure to comply with such a request would not extend the waiting period with respect to the purchase of Shares pursuant to the Offer. If the ten-day waiting period were otherwise to expire on a Saturday, Sunday or legal public holiday, then the period would be extended until 11:59 p.m. the next day that is not a Saturday, Sunday or legal public holiday.

The DOJ and the FTC routinely evaluate the legality under the antitrust laws of transactions such as Purchaser's acquisition of Shares pursuant to the Offer. At any time before or after the consummation of any such transactions, the DOJ or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, such as seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of some of Purchaser's or ORCC's assets. Private parties and state attorneys general may also bring legal actions under the antitrust laws. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if such a challenge is made, what the result will be.

Under the merger control rules of jurisdictions outside the United States where ACI or ORCC and their respective subsidiaries conduct business, filings may be required and it may be necessary to observe waiting periods prior to consummation of the transaction. Under the terms of the Transaction Agreement, ACI has agreed to use its reasonable best efforts to make such filings and seek such approvals. Any such filings must be made by ACI as soon as reasonably practicable. The period for review of the transaction will vary from jurisdiction to jurisdiction and may be affected by a variety of factors. Whether or not filings are required, the review powers vested in foreign competition authorities include the ability to challenge the legality of the transaction on the basis of its effects on competition or otherwise on the public interest. At any time before (and in some cases after) consummation of the transaction, foreign competition authorities may seek to enjoin the purchase of Shares pursuant to the Offer, or seek divestiture of the Shares so acquired, or seek divestiture of ACI or ORCC assets. There can be no assurance that a challenge to the Offer under foreign Merger control rules will not be made, or, if such a challenge is made, what the result will be. See Section 14—"Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to certain governmental actions, Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—Termination" for certain termination rights pursuant to the Transaction Agreement with respect to certain governmental actions and Section 12—"Purpose of the Offer; Plans for ORCC; the Transaction Agreement; the Shareholder Agreements; Appraisal Rights; Going Private Transactions—the Transaction Agreement—Third-Party Consents and Regulatory Approvals" with respect to certain obligations of the parties related to obtaining

regulatory, including antitrust, approvals. Purchaser may, if any condition to the Offer, including the Antitrust Condition, is not satisfied or waived on any scheduled Expiration Date, extend the Expiration Date for one or more periods of not more than five business days per period.

16. *Fees and Expenses*.

Wells Fargo has provided certain financial advisory services to ACI and Purchaser in connection with the Offer and Merger, for which services Wells Fargo will receive a customary fee and indemnification against certain liabilities, including liabilities under the federal securities laws, arising out of its engagement. In the ordinary course of business, Wells Fargo and its affiliates may actively trade or hold the securities of ACI and ORCC for their own account or for the account of their customers and, accordingly, may at any time hold a long or short position in those securities.

Purchaser has retained Innisfree M&A Inc. to act as the Information Agent and American Stock Transfer & Trust Company, LLC to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telegraph and personal interviews and may request brokers, dealers, banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with their respective services, including certain liabilities under the federal securities laws.

Other than as set forth above, Purchaser will not pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

17. *Miscellaneous*.

Purchaser is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute. If, after a good faith effort, Purchaser may not comply with the state statute, Purchaser will not make the Offer to, nor will Purchaser accepts tenders from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of Purchaser or ACI not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

Purchaser has filed with the SEC a Schedule TO, together with exhibits, furnishing certain additional information with respect to the Offer, and may file amendments to its Schedule TO. In addition, ORCC has filed the Schedule 14d-9 pursuant to Rule 14d-9 under the Exchange Act, together with exhibits to such Schedule 14D-9, setting forth its recommendation and furnishing certain additional related information. Purchaser's Schedule TO and the Schedule 14d-9 and any exhibits or amendments may be examined and copies may be obtained from the SEC in the manner described in Section 8—"Certain Information Concerning ORCC" and Section 9—"Certain Information Concerning Purchaser and ACI."

OCELOT ACQUISITION CORP.

February 7, 2013

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF ACI WORLDWIDE, INC.

The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of ACI are set forth below. Unless otherwise indicated below, the current business address of each director and executive officer is c/o ACI Worldwide, Inc., 3520 Kraft Rd, Suite 300, Naples, Florida 34105. Unless otherwise indicated below, the current business telephone of each director and executive officer is (239) 403-4600. Each of the directors and executive officers of ACI Worldwide, Inc. is a citizen of the United States of America. Directors are identified by an asterisk.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
Scott W. Behrens	41	Mr. Behrens serves as Executive Vice President, Chief Financial Officer and Chief Accounting Officer of ACI. Mr. Behrens joined ACI in June 2007 as ACI's Corporate Controller and Chief Accounting Officer. Mr. Behrens was appointed Chief Financial Officer in December 2008.
Dennis P. Byrnes	48	Mr. Byrnes serves as Executive Vice President, Chief Administrative Officer, General Counsel and Secretary of ACI. Mr. Byrnes joined ACI in June 2003.
John D. Curtis*	71	Mr. Curtis has been a director of ACI since 2003. He has been the Senior Vice President, General Counsel and Corporate Secretary of The Warranty Group, Inc., a single-source provider for the underwriting, administration and marketing of service contracts and related benefits, since February 2011. He previously worked as an attorney providing legal and business consulting services from August 2002 to February 2011. Mr. Curtis also serves as a director of The Warranty Group, Inc. board of directors.
Philip G. Heasley*	63	Mr. Heasley has been a director and President and Chief Executive Officer of ACI since March 2005. Mr. Heasley has a comprehensive background in payment systems and financial services. Mr. Heasley is also a director of Tier Technologies, Inc. (NASDAQ: TIER), a provider of electronic payment biller-direct solutions, and Lender Processing Services, Inc. (NYSE: LPS), a provider of mortgage processing services, settlement services, mortgage performance analytics and default solutions. Mr. Heasley also serves on the National Infrastructure Advisory Board.
Charles H. Linberg	54	Mr. Linberg serves as Vice President and Chief Technology Officer of ACI. In this capacity he is responsible for the architectural direction of ACI products including the formation of platform, middleware and integration strategies. Mr. Linberg joined ACI in 1988 and has served in various technical management roles including Vice President of Payment Systems, Vice President of Architecture and Technology, Vice President of BASE24 Development and Vice President of Network Systems.
Craig A. Maki	46	Mr. Maki serves as Senior Vice President, Treasurer and Chief Corporate Development Officer of ACI. Mr. Maki joined ACI in June 2006. Mr. Maki was appointed Treasurer in January 2008.
James C. McGroddy*	75	Mr. McGroddy has been a director of ACI since 2008. He is a self-employed consultant and currently serves as Chairman of the Board of MIQS, a Colorado-based healthcare information technology company, Chairman of the Board of Advanced Networks and Service, Inc. He is a member of the U.S. National Academy of Engineering.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
David N. Morem	54	Mr. Morem joined ACI in June 2005 and currently serves as Senior Vice President, Global Business Operations of ACI. Prior to his appointment as Senior Vice President, Global Business Operations in January 2008, Mr. Morem served as Chief Administrative Officer of ACI.
Harlan F. Seymour*	62	Mr. Seymour has been a director of ACI since 2002 and ACI's Chairman of the Board since September 2002. He is the sole owner of HFS, LLC, a privately-held investment and business advisory firm advising public and private companies particularly in the area of strategic planning services, and a director of Pool Corporation (NASDAQ: POOL), a wholesale distributor of swimming pool supplies and related equipment, and serves on its audit, governance and strategic planning committees. He serves as a member of various private, profit and non-profit boards of directors, including Payformance Corp., an electronic health care claims and settlement solution company and the advisory board of Calvert Street Capital Partners, a private equity firm.
John M. Shay, Jr.*	65	Mr. Shay has been a director of ACI since 2006. He is the President and owner of Fairway Consulting LLC, a business consulting firm. He is a Certified Public Accountant.
John E. Stokely*	59	Mr. Stokely has been a director of ACI since 2003. He is the President of JES, Inc., an investment and consulting firm providing strategic and financial advice to companies in various industries from August 1999 through 2007, and a director of (i) Imperial Sugar Company (NASDAQ: IPSU), a manufacturer that refines, packages and distributes sugar and (ii) Pool Corporation (NASDAQ: POOL), a wholesale distributor of swimming pool supplies and related equipment. He also serves as Lead Independent Director of Pool Corporation (NASDAQ: POOL) and as a member of various private, profit and non-profit boards of directors, including AMF Bowling.
Jan H. Suwinski*	70	Mr. Suwinski has been a director of ACI since 2007. He is a professor of Business Operations at the Samuel Curtis Johnson Graduate School of Management at Cornell University in Ithaca, New York and currently serves as a director of Tellabs, Inc. (NASDAQ: TLAB), a provider of telecommunications networking products, and Thor Industries, Inc. (NYSE: THO), a manufacturer of recreational vehicles and buses.

DIRECTORS AND EXECUTIVE OFFICERS OF OCELOT ACQUISITION CORP.

The name, current principal occupation or employment, and material occupations, positions, offices or employment for the past five years of each director and executive officer of Purchaser are set forth below. Purchaser is a wholly owned direct subsidiary of ACI. ACI is the sole shareholder of Purchaser. Unless otherwise indicated below, the current business address of each director and executive officer is c/o Purchaser, c/o ACI Worldwide, Inc., 3520 Kraft Rd, Suite 300, Naples, Florida 34105. Unless otherwise indicated below, the current business telephone of each director and executive officer is (239) 403-4600. Each of the directors and executive officers of Purchaser is a citizen of the United States of America. Directors are identified by an asterisk.

Name	Age	Current Principal Occupation or Employment and Five-Year Employment History
Scott W. Behrens Vice President and Assistant Treasurer of Purchaser	41	Mr. Behrens serves as Executive Vice President, Chief Financial Officer and Chief Accounting Officer of ACI. Mr. Behrens joined ACI in June 2007 as ACI's Corporate Controller and Chief Accounting Officer. Mr. Behrens was appointed Chief Financial Officer in December 2008.
Dennis P. Byrnes* President of Purchaser	48	Mr. Byrnes serves as Executive Vice President, Chief Administrative Officer, General Counsel and Secretary of ACI. Mr. Byrnes joined ACI in June 2003.
Craig A. Maki* Vice President, Secretary and Treasurer of Purchaser	46	Mr. Maki serves as Senior Vice President, Treasurer and Chief Corporate Development Officer of ACI. Mr. Maki joined ACI in June 2006. Mr. Maki was appointed Treasurer in January 2008.

The Letter of Transmittal and certificates for Shares and any other required documents should be sent to the Depositary at one of the addresses set forth below:

The Depositary for the Offer is:

American Stock Transfer & Trust Company, LLC

By Mail

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

By Hand or Overnight Delivery:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219
(Until 12:00 midnight New York City time on the Expiration Date)

Phone: Toll-free (877) 248-6417
(718) 921-8317
Fax: (718) 234-5001

Shareholders who have questions or need additional copies of this Offer to Purchase and the Letter of Transmittal, you can contact the Information Agent at its address and telephone numbers set forth below. Shareholders may also contact their brokers, dealers, banks, trust companies or other nominees for assistance concerning the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders May Call Toll Free: (888) 750-5834
Banks and Brokers May Call Collect: (212) 750-5833

LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
of
Online Resources Corporation
Pursuant to the Offer to Purchase dated February 7, 2013
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, MARCH 8, 2013, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

American Stock Transfer & Trust Company, LLC

By Mail
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

By Hand or Overnight Delivery:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219
(Until 12:00 midnight New York City time
on the Expiration Date)

Phone: Toll-free (877) 248-6417
(718) 921-8317
Fax: (718) 234-5001

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

DESCRIPTION OF SHARES TENDERED			
	Shares Tendered (Attach additional list if necessary)		
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) Appear(s) on Share Certificate(s))	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**
	Total Shares Tendered		

* Need not be completed by Shareholders tendering by book-entry transfer.

** Unless otherwise indicated, it will be assumed that all shares represented by any certificates delivered to the Depositary are being tendered. See Instruction 4.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES OF THE OFFER TO PURCHASE AND THIS LETTER OF TRANSMITTAL MAY BE MADE TO OR OBTAINED FROM THE INFORMATION AGENT AT ITS ADDRESS OR TELEPHONE NUMBERS SET FORTH BELOW.

You must sign this Letter of Transmittal in the appropriate space provided below, with signature guarantee if required, and complete the enclosed Internal Revenue Service Form W-9, if required.

We are not aware of any jurisdiction where the making of the Offer (as defined below) is prohibited by any administrative or judicial action pursuant to any valid state statute. If we become aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares (as defined below), we will make a good faith effort to comply with that state statute. If, after a good faith effort, we cannot comply with the state statute, we will not make the Offer to, nor will we accept tenders from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3 of the Offer to Purchase.

Holders of outstanding Shares, whose certificates for such Shares are not immediately available or who cannot deliver such certificates and all other required documents to the Depositary at or prior to the Expiration Date (as defined below) or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

☐ **CHECK HERE IF SHARE CERTIFICATES HAVE BEEN MUTILATED, LOST, STOLEN OR DESTROYED. SEE INSTRUCTION 9.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution

Account Number

Transaction Code Number

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:**

Name(s) of Tendering Shareholder(s)

Date of Execution of Notice of Guaranteed Delivery, _____, 2013

Name of Institution which Guaranteed Delivery

If delivery is by book-entry transfer:

Name of Tendering Institution

Account Number

Transaction Code Number

Ladies and Gentlemen:

The undersigned hereby tenders to Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), the above-described shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), pursuant to Purchaser's offer to purchase all outstanding Shares at $3.85 per Share in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated February 7, 2013, receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). The Offer expires at 12:00 midnight, New York City time, on Friday, March 8, 2013, unless extended by Purchaser as described in the Offer to Purchase (as extended from time to time, the "Expiration Date"). Purchaser reserves the right to assign, in whole or from time to time in part, to ACI or to any direct or indirect wholly owned subsidiary of ACI the right to purchase Shares tendered pursuant to the Offer, but any such assignment will not relieve Purchaser of its obligations under the Offer or prejudice your rights to receive payment for Shares validly tendered and accepted for payment.

Upon the terms and subject to the conditions of the Offer and effective upon acceptance for payment of and payment for the Shares tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof) and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all such other Shares or securities), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and all such other Shares or securities), or transfer ownership of such Shares (and all such other Shares or securities) on the account books maintained by the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (ii) present such Shares (and all such other Shares or securities) for transfer on the books of ORCC, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all such other Shares or securities), all in accordance with the terms of the Offer.

Effective upon the acceptance for payment of the Shares by Purchaser in accordance with the terms of the Offer, the undersigned hereby irrevocably appoints each of Scott W. Behrens, Dennis P. Byrnes and Craig A. Maki in their respective capacities as officers of Purchaser, the attorneys and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or his substitute shall in his sole discretion deem proper, with respect to all of the Shares tendered hereby which have been accepted for payment by Purchaser prior to the time of any vote or other action (and any and all other Shares or other securities issued or issuable in respect thereof), at any meeting of shareholders of ORCC (the "Shareholders") (whether annual or special and whether or not an adjourned meeting), by written consent or otherwise. This proxy is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by Purchaser in accordance with the terms of the Offer. Such acceptance for payment shall revoke any other proxy or written consent granted by the undersigned at any time with respect to such Shares (and all such other Shares or securities), and no subsequent proxies will be given or written consents will be executed by the undersigned (and if given or executed, will not be deemed to be effective).

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered herein (and any and all other Shares or other securities issued or issuable in respect thereof) and that when the same are accepted for payment by Purchaser, Purchaser will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and all such other Shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute an agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer. Without limiting the foregoing, if the price to be paid in the Offer is amended in accordance with the terms of the Transaction Agreement described in the Offer, the price to be paid to the undersigned will be the amended price notwithstanding the fact that a different price is stated in this Letter of Transmittal.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of any Shares purchased, and return any Shares not tendered or not purchased, in the name(s) of the undersigned (and, in the case of Shares tendered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility). Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of any Shares purchased and any certificates for Shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price of any Shares purchased and return any Shares not tendered or not purchased in the name(s) of the undersigned, and mail said check and any certificates to, the person(s) so indicated. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any applicable withholding taxes) or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue ☐ check ☐ certificates to:
Name

(Please Print)

Address

(Zip Code)

Taxpayer Identification Number

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 6, 7 and 8)

To be completed ONLY if the check for the purchase price of Shares purchased (less any applicable withholding taxes) or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to an address other than that shown under “Description of Shares Tendered” above.

Mail ☐ check ☐ certificates to:

Name

(Please Print)

Address

(Zip Code)

SIGN HERE
(Please complete the enclosed Internal Revenue Service Form W-9 below)

Signature(s) of Shareholder(s)

Dated _____, 2013

Name(s) _____

(Please Print)

Business name, if different from above _____

Capacity (Full Title) _____

Address _____

(Zip Code)

Area Code and Telephone Number _____

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Guarantee of Signature(s)
(If required; see Instructions 1 and 5)
(For use by Eligible Institutions only.
Please medallion guarantee in space below.)

Name of Firm _____

Address _____

(Zip Code)

Authorized Signature _____

Name _____

(Please Print)

Area Code and Telephone Number _____

Dated _____, 2013

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures*. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange, Inc. Medallion Signature Program (MSP) or any other "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (i) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) have not completed the box entitled "Special Payment Instructions" on this Letter of Transmittal or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. *Delivery of Letter of Transmittal and Shares*. This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees (or a manually signed facsimile thereof or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date.

Shareholders whose certificates for Shares are not immediately available or Shareholders who cannot deliver their certificates and all other required documents to the Depositary or who cannot comply with the procedures for book-entry transfer by the Expiration Date may tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Under the guaranteed delivery procedure:

(i) such tender must be made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser with the Offer to Purchase must be received by the Depositary by the Expiration Date; and

(iii) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal with any required signature guarantee (or a manually signed facsimile thereof or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

The method of delivery of Shares, this Letter of Transmittal and all other required documents are at the election and sole risk of the tendering Shareholder. Shares will be deemed delivered only when actually received by the Depositary (including, in the case of a book-entry by Book-Entry Confirmation). If certificates for Shares are sent by mail, we recommend registered mail with return receipt requested, properly insured, in time to be received on or prior to the Expiration Date. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering Shareholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. *Inadequate Space*. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (not applicable to Shareholders who tender by book-entry transfer)*. If fewer than all the Shares represented by any certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, a new certificate for the remainder of the Shares represented by the old certificate will be issued and sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration or any change whatsoever.

If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not accepted for payment are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of the authority of such person so to act must be submitted.

6. *Stock Transfer Taxes*. Purchaser will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not accepted for payment are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Shares to Purchaser pursuant to the Offer, then the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the purchase price by the Depositary unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. *Special Payment and Delivery Instructions*. If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed.

8. *Backup Withholding; Internal Revenue Service Forms W-9 and W-8*. Under the U.S. federal income tax laws, unless certain certification requirements are met, the Depositary generally will be required to withhold at the applicable backup withholding rate (currently, 28%) from any payments made to certain Shareholders pursuant to the Offer. In order to avoid such backup withholding, each tendering Shareholder (and, if applicable, each other payee) that is a U.S. Person must provide the Depositary with the taxpayer's correct taxpayer identification number (or certify that such Shareholder or other payee is awaiting a taxpayer identification number) and certify that such Shareholder or payee is not subject to backup withholding by completing the enclosed Internal Revenue Service Form W-9 (or other applicable form) or otherwise establishing an exemption from backup withholding. For purposes of the Internal Revenue Service Form W-9, a U.S. Person is an individual who is a U.S. citizen or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or any political subdivision thereof, an estate (other than a foreign estate) or a domestic trust. In general, if a Shareholder or payee is an individual, the taxpayer identification number is the social security number of such individual. Certain Shareholders or payees (including, among others, certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Depositary that a foreign individual qualifies as an exempt recipient, such Shareholder or payee must submit to the Depositary a properly completed Internal Revenue Service Form W-8BEN (which the Depositary will provide upon request) or other applicable Internal Revenue Service Form W-8, signed under penalties of perjury, attesting to that individual's exempt status. Such W-8 can be obtained from the Depositary or the Internal Revenue Service (www.irs.gov/formspubs/index.html). For further information concerning backup withholding and instructions for completing the Internal Revenue Service Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Internal Revenue Service Form W-9 if Shares are held in more than one name), consult the instructions on the enclosed Internal Revenue Service Form W-9 and your tax advisor.

Failure to accurately complete the Internal Revenue Service Form W-9 or to provide an accurate basis for exemption will not, by itself, cause Shares to be deemed invalidly tendered but may cause the Shareholder or payee to be subject to a $50 penalty imposed by the Internal Revenue Service (as well as other civil and criminal penalties) and may require the Depositary to backup withhold at the applicable backup withholding rate (currently, 28%) on any payments made pursuant to the Offer. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may generally be obtained *provided* that the required information is furnished to the Internal Revenue Service. **Each tendering Shareholder should consult with a tax advisor regarding (i) qualifications for exemption from backup withholding, (ii) the procedure for obtaining the exemption and (iii) the applicable backup withholding rate.**

9. *Mutilated, Lost, Stolen or Destroyed Certificates*. If the certificate(s) representing Shares to be tendered have been mutilated, lost, stolen or destroyed, Shareholders should (i) complete this Letter of Transmittal and check the appropriate box above and (ii) contact ORCC's transfer agent, American Stock Transfer & Trust Company, immediately by calling (877) 248-6417 (toll-free) or (718) 921-8317. The Shareholder will then be instructed as to the steps that must be taken in order to replace the certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen certificates have been followed.

10. *Requests for Assistance or Additional Copies*. Requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be obtained from the Information Agent at its address or telephone numbers set forth below.

11. *Waiver of Conditions*. Purchaser reserves the right to waive any of the specified conditions of the Offer in the case of any Shares tendered.

IMPORTANT: This Letter of Transmittal together with any signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and any other required documents, must be received by the Depositary on or prior to the Expiration Date and either certificates for tendered Shares must be received by the Depositary or Shares must be delivered pursuant to the procedures for book-entry transfer, in each case prior to the Expiration Date, or the tendering Shareholder must comply with the procedures for guaranteed delivery.

The Information Agent for the Offer is:

501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders May Call Toll Free: (888) 750-5834
Banks and Brokers May Call Collect: (212) 750-5833

Print or type
See **Specific Instructions on page 2.**

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification : ☐ Individual/ sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C–C corporation, S–S corporation, P–partnership) u _____ ☐ Exempt payee

☐ Other (see instructions) u

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
_ _

Employer identification number
_

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

— An individual who is a U.S. citizen or U.S. resident alien,

— A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

— An estate (other than a foreign estate), or

— A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

— The U.S. owner of a disregarded entity and not the entity,

— The U.S. grantor or other owner of a grantor trust and not the trust, and

— The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701 -3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor *
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

— Protect your SSN,

— Ensure your employer is protecting your SSN, and

— Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTICE OF GUARANTEED DELIVERY

To Tender Shares of Common Stock
of
Online Resources Corporation

Pursuant to the Offer to Purchase dated February 7, 2013
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

This form, or a substantially equivalent form, must be used to accept the Offer (as defined below) if the certificates for shares of common stock, par value $0.0001 per share, of Online Resources Corporation and any other documents required by the Letter of Transmittal cannot be delivered to the Depositary by Friday, March 8, 2013 (or if the Offer is extended to a later date, such later date). Such form may be delivered by facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

American Stock Transfer & Trust Company, LLC

By Mail
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

By Hand or Overnight Delivery:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219
(Until 12:00 midnight New York City time on the Expiration Date)

Phone: Toll-free (877) 248-6417 (718) 921-8317 Fax: (718) 234-5001

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OR FACSIMILE OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal. **Do not send share certificates with this notice. Share certificates should be sent with your Letter of Transmittal.**

Ladies and Gentlemen:

The undersigned hereby tenders to Ocelot Acquisition Corp., a Delaware corporation and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase dated February 7, 2013 and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, _____ shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Certified Numbers (if available)
If delivery will be by book-entry transfer:
Name of Tendering Institution
Account Number
SIGN HERE
Signature(s)
(Name(s)) (Please Print)
(Addresses)
(Zip Code)
(Area Code and Telephone Number)

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Inc. Medallion Signature Program (MSP) or any other "Eligible Guarantor Institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), guarantees (i) that the above named person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, (ii) that such tender of Shares complies with Rule 14e-4, and (iii) to deliver to the Depositary the Shares tendered hereby, together with a properly completed and duly executed Letter(s) of Transmittal and certificates for the Shares to be tendered or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three NASDAQ trading days of the date hereof.

(Name of Firm)
(Address)
(Zip Code)
(Authorized Signature)
(Name and Title)
(Area Code and Telephone Number)

Dated: _____, 2013

DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Online Resources Corporation
at
$3.85 Per Share
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

February 7, 2013

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), is making an offer to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), at a purchase price of $3.85 per Share in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 7, 2013 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") enclosed herewith.

Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares registered in your name or in the name of your nominee.

Enclosed herewith for your information and forwarding to your clients are copies of the following documents:

1. Offer to Purchase dated February 7, 2013.

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients.

3. Notice of Guaranteed Delivery to be used to accept the Offer if certificates for Shares and all other required documents cannot be delivered to American Stock Transfer & Trust Company (the "Depositary"), or if the procedures for book-entry transfer cannot be completed, by the expiration date of the Offer.

4. A letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

5. ORCC's Solicitation/Recommendation Statement on Schedule 14D-9.

6. Internal Revenue Service Form W-9.

7. Return envelope addressed to the Depositary.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENT AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, MARCH 8, 2013, UNLESS THE OFFER IS EXTENDED.

The Offer is being made pursuant to the Transaction Agreement, dated as of January 30, 2013 (the "Transaction Agreement"), by and among ACI, Purchaser and ORCC. The Transaction Agreement provides, among other things, that, on the terms and subject to the terms set forth in the Transaction Agreement, after consummation of the Offer, Purchaser will merge with and into ORCC (the "Merger"), with ORCC continuing as the Surviving Corporation (the "Surviving Corporation") and a wholly owned subsidiary of ACI. At the effective time of the Merger, each outstanding Share (other than any Shares held by ACI, Purchaser, ORCC or any wholly owned subsidiary of ORCC or ACI, and any Shares held by shareholders of ORCC (the "Shareholders") who validly exercise their appraisal rights in connection with the Merger) will be cancelled and extinguished and automatically converted into the right to receive the price per Share paid in the Offer, without interest.

ORCC's board of directors (the "ORCC Board") has unanimously approved and declared advisable the Transaction Agreement and the transactions contemplated thereby, including each of the Offer and the Merger. THE ORCC BOARD RECOMMENDS THAT THE SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES INTO THE OFFER.

The obligation of ACI and Purchaser to consummate the Offer is subject to the condition that there be validly tendered in accordance with the terms of the Offer and not validly withdrawn prior to the expiration date of the Offer that number of Shares that, together with any other Shares and shares of Series A-1 Convertible Preferred Stock of ORCC beneficially owned by ACI or its subsidiaries and to be acquired by Purchaser or ACI pursuant to the Shareholder Agreements (as defined in the Offer to Purchase) with certain shareholders of ORCC, constitutes a majority of all of the Shares on a fully diluted basis on the date of purchase. The consummation of the Offer is also subject to the satisfaction of other customary conditions, including the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in accordance with the terms of the Transaction Agreement and the absence of a material adverse effect with respect to ORCC. A summary of the principal terms of the Offer is described in the Offer to Purchase.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will be deemed to have accepted for payment, and will pay for, all Shares validly tendered and not properly withdrawn by the expiration date of the Offer if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance of the tenders of such Shares for payment pursuant to the Offer. In all cases, Purchaser will pay for Shares accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (a) certificates representing such Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) ("Book-Entry Confirmation") pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (b) a properly completed and duly executed Letter of Transmittal with all required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of the Letter of Transmittal, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering Shareholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will interest be paid on the consideration paid for Shares pursuant to the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.**

Purchaser is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute

prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute. If, after a good faith effort, Purchaser cannot comply with the state statute, Purchaser will not make the Offer to, nor will Purchaser accept tenders from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Purchaser will not pay any fees or commissions to any broker, dealer or other person (other than Innisfree M&A Incorporated (the "Information Agent") and the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for customary mailing and handling costs incurred by them in forwarding the enclosed materials to their customers.

Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

If holders of Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents or to complete the procedures for delivery by book-entry transfer prior to the expiration of the Offer, a tender may be effected by following the guaranteed delivery procedures described in Section 3 of the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent at its address and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

ACI Worldwide, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU THE AGENT OF ACI, PURCHASER, ORCC, THE INFORMATION AGENT OR THE DEPOSITARY, OR ANY AFFILIATE OF ANY OF THEM OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Online Resources Corporation
at
$3.85 Per Share
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, MARCH 8, 2013, UNLESS THE OFFER IS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Offer to Purchase dated February 7, 2013 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the tender offer by Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), to purchase for cash all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), at a purchase price of $3.85 per Share in cash, without interest. Also enclosed is ORCC's Solicitation/Recommendation Statement on Schedule 14D-9.

We are the holder of record of Shares held for your account. **A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.**

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase and the Letter of Transmittal.

Your attention is directed to the following:

1. The price paid in the Offer is $3.85 per Share in cash, without interest.

2. The Offer is being made for all outstanding Shares.

3. The Offer is being made pursuant to a Transaction Agreement, dated as of January 30, 2013 (the "Transaction Agreement"), by and among ACI, Purchaser and ORCC. The Transaction Agreement provides, among other things, that, on the terms and subject to the terms set forth in the Transaction Agreement, after consummation of the Offer, Purchaser will merge with and into ORCC (the "Merger"), with ORCC continuing as the surviving corporation (the "Surviving Corporation") and a wholly owned subsidiary of ACI. At the effective time of the Merger, each outstanding Share (other than any Shares held by ACI, Purchaser, ORCC or any wholly owned subsidiary of ORCC or ACI, and any Shares held by shareholders of ORCC (the "Shareholders") who

validly exercise their appraisal rights in connection with the Merger) will be cancelled and extinguished and automatically converted into the right to receive $3.85, the price per Share paid in the Offer, without interest.

4. **ORCC's board of directors (the "ORCC Board") has unanimously approved and declared advisable the Transaction Agreement and the transactions contemplated thereby, including each of the Offer and the Merger. THE ORCC BOARD RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES INTO THE OFFER.**

5. The Offer and withdrawal rights expire at 12:00 midnight, New York City time, on Friday, March 8, 2013, unless the Offer is extended by Purchaser (as extended, the "Expiration Date").

6. The obligation of ACI and Purchaser to consummate the Offer is subject to the condition that there be validly tendered in accordance with the terms of the Offer and not validly withdrawn prior to the expiration date of the Offer that number of Shares that, together with any other Shares and shares of Series A-1 Convertible Preferred Stock of ORCC beneficially owned by ACI or its subsidiaries and to be acquired by Purchaser or ACI pursuant to the Shareholder Agreements (as defined in the Offer to Purchase) with certain shareholders of ORCC, constitutes a majority of all of the Shares on a fully diluted basis on the date of purchase. The consummation of the Offer is also subject to the satisfaction of other customary conditions, including the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in accordance with the terms of the Transaction Agreement and the absence of a material adverse effect with respect to ORCC. A summary of the principal terms of the Offer is described in the Offer to Purchase.

7. Any stock transfer taxes applicable to the sale of Shares to Purchaser pursuant to the Offer will be paid by Purchaser, except as otherwise set forth in Instruction 6 of the Letter of Transmittal. However, you may be subject to backup withholding at the applicable statutory rate, unless the required taxpayer identification information is provided and certain certification requirements are met, or unless an exemption is established. See Instruction 8 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please complete, sign, detach and return to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the Expiration Date.

Payment for Shares will be, in all cases, made only after such Shares are accepted by Purchaser for payment pursuant to the Offer and the timely receipt by American Stock Transfer & Trust Company (the "Depositary") of (a) certificates for such Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) (a "Book-Entry Confirmation") with respect to such Shares, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal), and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering Shareholders may be paid at different times, depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will interest be paid on the consideration paid for Shares pursuant to the Offer, regardless of any extension of the Offer or any delay in making payment for Shares.**

Purchaser is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute. If, after a good faith effort, Purchaser cannot comply with the state statute,

Purchaser will not make the Offer to, nor will Purchaser accept tenders from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Instructions Form with Respect to
Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Online Resources Corporation
at
$3.85 Per Share
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase dated February 7, 2013 (the "Offer to Purchase"), and the related Letter of Transmittal, in connection with the Offer by Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation, to purchase for cash all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation, at a purchase price of $3.85 per Share in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

This will instruct you to tender the number of Shares indicated below (or if no number is indicated below, all Shares) held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal furnished to the undersigned.

The undersigned understands and acknowledges that all questions as to validity, form, eligibility (including time of receipt) and acceptance of the surrender of any certificate representing Shares submitted on my behalf to American Stock Transfer & Trust Company (the "Depositary") will be determined by Purchaser in its sole and absolute discretion (*provided* that Purchaser may delegate such power in whole or in part to the Depositary).

Number of Shares to be Tendered:

Shares*	**SIGN HERE**
Dated _____, 2013	
Signature(s)	
Name(s)	
Address(es)	
(Zip Code)	
Area Code and Telephone Number	
Taxpayer Identification or Social Security No.	

* Unless otherwise indicated, it will be assumed that all Shares held for the undersigned's account are to be tendered.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase dated February 7, 2013 and the related Letter of Transmittal and any amendments or supplements thereto. Purchaser (as defined below) is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute. If, after a good faith effort, Purchaser cannot comply with the state statute, the Offer will not be made to, nor will tenders be accepted from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
Online Resources Corporation
at
$3.85 Per Share
by
Ocelot Acquisition Corp.
a direct wholly owned subsidiary of

ACI Worldwide, Inc.

Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), is offering to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Online Resources Corporation, a Delaware corporation ("ORCC"), for $3.85 per Share in cash, without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal (collectively, the "Offer"). All references to the Offer to Purchase, the Letter of Transmittal and the Offer include any amendments or supplements to the Offer to Purchase and the Letter of Transmittal, respectively.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, MARCH 8, 2013, UNLESS THE OFFER IS EXTENDED (THE "EXPIRATION DATE").

The obligation of ACI and Purchaser to consummate the Offer is subject to the condition that there be validly tendered in accordance with the terms of the Offer and not validly withdrawn prior to the Expiration Date of the Offer that number of Shares that, together with any other Shares and shares of Series A-1 Convertible Preferred Stock of ORCC (the "Preferred Shares") beneficially owned by ACI or its subsidiaries, constitutes a majority of all of the Shares on a fully diluted basis on the date of purchase (the "Minimum Condition"). The consummation of the Offer is also subject to the satisfaction of other customary conditions, including the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in accordance with the terms of the Transaction Agreement and the absence of a material adverse effect with respect to ORCC. A summary of the principal terms of the Offer is described in the Offer to Purchase.

Purchaser reserves the right to waive, in whole or in part, any of the conditions to the Offer and to change the Offer Price, except that ORCC's prior written consent is required for Purchaser to (i) decrease the Offer Price or change the form of consideration payable pursuant to the Offer, (ii) reduce the maximum number of Shares to be purchased in the Offer, (iii) impose additional conditions to the Offer, (vi) waive or change the Minimum Condition, or (v) amend any other term of the Offer in a manner adverse to ORCC or the Shareholders.

The Offer is being made pursuant to the Transaction Agreement, dated as of January 30, 2013, among ACI, Purchaser and ORCC (the "Transaction Agreement"). The Transaction Agreement provides, among other things, that after consummation of the Offer, and subject to the satisfaction or waiver of the conditions in the Transaction Agreement, Purchaser will merge with and into ORCC (the "Merger"), with ORCC continuing as the surviving corporation and a wholly owned subsidiary of ACI. At the effective time of the Merger, each outstanding Share (other than any Shares held by ACI, Purchaser, ORCC or any wholly owned subsidiary of ORCC or ACI, and any Shares held by shareholders of ORCC (the "Shareholders") who validly exercise their appraisal rights in connection with the Merger) will be cancelled and extinguished and automatically converted into the right to receive the Offer Price. The Transaction Agreement is more fully described in Section 12 of the Offer to Purchase.

ORCC's board of directors (the "ORCC Board") has unanimously approved and declared advisable the Transaction Agreement and the transactions contemplated thereby, including the Offer and the Merger. The ORCC Board recommends that Shareholders accept the Offer and tender their Shares into the Offer.

The Offer will expire at 12:00 midnight, New York City time, at the end of Friday, March 8, 2013, unless Purchaser extends the Offer. If at the scheduled Expiration Date of the Offer, including following a prior extension, any condition to the Offer has not been satisfied or waived, Purchaser will extend the Offer for one or more periods of not more than five business days per period, but not beyond termination of the Transaction Agreement. Any extension, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any extension of the Offer, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to the rights of a tendering Shareholder to withdraw such Shareholder's Shares. A "business day" means any day other than a day on which banks in New York City are required or authorized to be closed.

In accordance with Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the Transaction Agreement, if all of the conditions to the Offer are satisfied or waived but the number of Shares validly tendered and not withdrawn, together with the Shares held by ACI and Purchaser, if any, is less than 90% of the then-outstanding number of Shares, then, upon the Expiration Date and the initial purchase of Shares by Purchaser on the Acceptance Date, Purchaser will provide a "subsequent offering period" for an aggregate period not to exceed 20 business days. If Purchaser provides or extends a subsequent offering period, Purchaser will make a public announcement of such subsequent offering period or extension no later than 9:00 a.m., New York City time, on the next business day after the Expiration Date or the date of termination of the prior subsequent offering period. If provided, a subsequent offering period will be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which Shareholders may tender any Shares not previously tendered in the Offer. If a subsequent offering period is made available, Purchaser will immediately accept and promptly pay for Shares as they are tendered and the price per Share will be the same as the Offer Price. **Pursuant to Rule 14d-7(a)(2) under the Exchange Act, withdrawal rights do not apply to Shares tendered during a subsequent offering period.**

In connection with the execution and delivery of the Transaction Agreement, ACI and Purchaser entered into separate Shareholder Agreements, dated as of January 30, 2013 (collectively, the "Shareholder Agreements"), with certain funds affiliated with Tennenbaum Capital Partners, LLC and Joseph L. Cowan, ORCC's President and Chief Executive Officer (collectively, the "Shareholder Agreement Parties"). Pursuant to such Shareholder Agreements, the Shareholder Agreement Parties have agreed, on the terms and subject to the conditions set forth in the Shareholder Agreements, to tender in the Offer the Shares beneficially owned by them and the Tennenbaum Parties have agreed to sell to Purchaser all Preferred Shares owned by them for cash immediately following the date on which Purchaser accepts for payment the Shares validly tendered in the Offer. As of the date of the Offer to Purchase, the Shares and the Preferred Shares subject to the Shareholder Agreements collectively constitute approximately 22.3% of the Shares on a fully diluted basis. The Shareholder Agreements terminate in certain events, including if the ORCC Board terminates the Transaction Agreement in order to accept a Superior Proposal (as defined in the Transaction Agreement). See Section 12 of the Offer to Purchase.

In order to take advantage of the Offer, a tendering Shareholder must either (i) complete and sign the Letter of Transmittal in accordance with the instructions in the Letter of Transmittal, have such Shareholder's signature guaranteed (if required by Instruction 1 to the Letter of Transmittal), mail or deliver the Letter of Transmittal (or a facsimile copy) and any other required documents to American Stock Transfer & Trust Company (the "Depositary"), and either deliver the certificates representing the tendered Shares along with the Letter of Transmittal to the Depositary or tender such Shares pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase or (ii) request such Shareholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction. A tendering Shareholder should contact his or her broker, dealer, commercial bank, trust company or other nominee for instructions on how to tender Shares so held. If a tendering Shareholder desires to tender Shares, and certificates evidencing such Shares are not immediately available, or if a tendering Shareholder cannot comply with the procedures for book-entry transfer described in the Offer to Purchase on a timely basis, or cannot deliver all required documents to the Depositary prior to the Expiration Date, such tendering Shareholder may tender Shares by following the procedures for guaranteed delivery set forth in Section 3 of the Offer to Purchase.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment tendered Shares when, as and if Purchaser gives oral or written notice of Purchaser's acceptance to the Depositary. Purchaser will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as agent for tendering Shareholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering Shareholders. **Under no circumstances will Purchaser pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any extension of the Offer or any delay in making such payment**.

In all cases (including during any subsequent offering period), Purchaser will pay for Shares accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) certificates representing such Shares or timely confirmation of the book-entry transfer of such Shares into the Depositary's account at the book-entry transfer facility pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with all required signature guarantees or, in the case of a book-entry transfer, an agent's message in lieu of the Letter of Transmittal, and (iii) any other documents required by the Letter of Transmittal.

Shareholders who chose to tender their Shares and whose Shares are registered in their names and who tender directly to the Depositary will not be charged brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer. Tendering Shareholders whose Shares are registered in the name of their broker, bank or other nominee should consult such nominee to determine if any fees may apply.

Shares tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date unless previously accepted for payment. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an "eligible institution") signatures guaranteed by an eligible institution must be submitted before the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the serial numbers shown on the specific certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Shares. Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered. However, withdrawn Shares may be retendered at any time before the expiration date by following the tender procedures described in Section 3 of the Offer to Purchase.

The sale of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. All Shareholders should consult with their own tax advisors as to the particular tax consequences of selling their Shares pursuant to the Offer or the Merger.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act, is contained in the Offer to Purchase and is incorporated herein by reference.

ORCC has provided to Purchaser its list of Shareholders and security position listings for the purpose of disseminating the Offer to Shareholders. The Offer to Purchase, the related Letter of Transmittal and other related materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the Shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance and copies of the Offer to Purchase, the Letter of Transmittal and all other tender Offer materials may be directed to the Information Agent at the address and telephone numbers set forth below and will be furnished promptly at Purchaser's expense. Neither ACI nor Purchaser will pay any fees or commissions to any broker or dealer or any other person (other than to the Information Agent and the Depositary) in connection with the solicitation of tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th Floor
New York, New York 10022
Stockholders May Call Toll Free: (888) 750-5834
Banks and Brokers May Call Collect: (212) 750-5833

February 8, 2013

EFiled: Feb 06 2013 09:34AM EST
Transaction ID 49314042
Case No. 8280–

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JAMES J. SCERRA, On Behalf of Himself and All Others Similarly Situated,	)	
Plaintiff,	)	C.A. No.
v.	)	
JOSEPH L. COWAN, JOHN C. DORMAN, EDWARD D. HOROWITZ, BRUCE A. JAFFE, DONALD W. LAYDEN, JR., MICHAEL E. LEITNER, ERVIN R. SHAMES, WILLIAM H. WASHECKA, BARRY D. WESSLER, ONLINE RESOURCES CORPORATION, ACI WORLDWIDE, INC. and OCELOT ACQUISITION CORP.,	)	
Defendants.	)	

VERIFIED CLASS ACTION COMPLAINT

Plaintiff James J. Scerra ("Plaintiff"), on behalf of himself and all others similarly situated, by his attorneys, alleges the following upon information and belief, except as to those allegations pertaining to Plaintiff which are alleged upon personal knowledge:

NATURE OF THE ACTION

1. This is a shareholder class action brought by Plaintiff on behalf of holders of the common stock of Online Resources Corporation ("Online Resources" or the "Company") to enjoin the acquisition of the publicly owned shares of Online Resources common stock by ACI Worldwide, Inc. ("ACI") through its wholly owned subsidiary Ocelot Acquisition Corp., ("Acquisition Sub").

2. On January 31, 2013, Online Resources and ACI jointly announced that they had entered into a definitive transaction agreement for ACI to acquire Online Resources, via a tender offer, in a deal with a total enterprise value of approximately $263 million. Under the terms of the Proposed Buyout (defined below), Online Resources common shareholders will receive $3.85 per share in cash for each Online Resources share they own.

3. Specifically, the Transaction Agreement dated January 31, 2013 ACI will cause Acquisition Sub to commence a tender offer (the "Offer") as promptly as practicable after January 30, 2013, for all of Online Resources' outstanding shares of common at a purchase price of $3.85 per share in cash, without interest, less any applicable withholding taxes. The Offer is subject to the condition that there be validly tendered that number of Online Resources shares that constitutes a majority of all of the Online Resources outstanding shares and entitled to vote in the election of directors. Following the Offer, ACI will acquire any Online Resources shares not purchased in the Offer in a second-step merger (collectively the Offer and the Second-Step Merger are referred to herein as the "Proposed Buyout").

4. In early 2011, Online Resources reported that it had received unsolicited bids from multiple third parties and thereafter solicited bids from additional third parties. On March 15, 2011, Online Resources announced that it had "determined that the completion of a transaction on acceptable terms was unlikely at this time and that the best course of action to achieve the highest shareholder value is to continue to aggressively pursue our long-term strategic growth plan." After trading consistently above $4 even before announcement of possible business combinations and consistently above $6 in anticipation of a possible combination, Online Resources stock collapsed and has never recovered.

5. Since March 2011, Online Resources has aggressively pursued its long-term strategic growth plan and has been reporting significant improvements in its financials and prospects. Indeed, Online Resources reports that it is in the middle of the investment heavy stage of its strategic growth plan, which should set the groundwork for greatly improved earnings and financial conditions.

6. ACI is well aware of Online Resources' improving financial metrics. Knowing that the Company's new strategic vision is in place and the Company's performance is recovering, ACI recognized that it had an opportunity to cash in on Online Resources' undervalued stock price by acquiring the Company before it felt the full effects of its improving financial condition resulting from the Company's implementation of its strategic overhaul. As such, ACI, is in possession of non-public information regarding the performance of Online Resources and is taking advantage of its position to acquire the Company at a substantial discount to its true value.

7. Thus, the consideration being offered to Online Resources public stockholders in the Proposed Buyout is unfair and grossly inadequate because, among other things, the intrinsic value of Online Resources common stock is materially in excess of the amount offered given the Company's recent financial performance together with its prospects for future growth and earnings.

8. The Individual Defendants' (defined below) conduct constitutes a breach of their fiduciary duties owed to all public shareholders of Online Resources, and a violation of applicable legal standards governing the Defendants' conduct. The Proposed Buyout is designed to preclude other potential bidders to emerge with superior offers while also precluding shareholders from voicing opposition, as the Transaction Agreement contains certain preclusive devices, including a substantial termination fee ($8,000,000) and a top-up option ("Top-Up Option"), which is coercive because it can be used to reach the 90% threshold to effectuate a short form merger, thus allowing the Company to pursue a merger without a shareholder vote.

9. In pursuing the unlawful plan to facilitate the acquisition of Online Resources by ACI for grossly inadequate consideration, through a flawed process, each of the Defendants (defined below) violated applicable law by directly breaching and/or aiding the other Defendants' breaches of their fiduciary duties of loyalty, due care, independence, good faith and fair dealing.

10. For these reasons and as set forth in detail herein, Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Offer or, in the event the Offer is consummated, recover damages resulting from the Individual Defendants' violations of their fiduciary duties of loyalty, good faith and due care.

THE PARTIES

11. Plaintiff is, and at all relevant times was a stockholder of Defendant Online Resources since prior to the wrongs complained of herein.

12. Online Resources is a corporation organized and existing under the laws of Delaware, with its principal executive offices located at 4795 Meadow Wood Lane, Chantilly, Virginia. Online Resources develops and supplies our proprietary Digital Payment Framework to power ePayments choices between millions of consumers and financial institutions, creditors and billers.

13. Defendant John C. Dorman ("Dorman") is and has been Chairman of the Board of Online Resources since 2010.

14. Defendant Joseph L. Cowan ("Cowan") is and has been a director of Online Resources and President and Chief Executive Officer since 2010.

15. Defendant Edward D. Horowitz ("Horowitz") is and has been a director of Online Resources since 2009.

16. Defendant Bruce A. Jaffe (“Jaffe”) is and has been a director of Online Resources since 2009.

17. Defendant Donald W. Layden, Jr. (“Layden”) is and has been a director of Online Resources since 2010.

18. Defendant Michael E. Leitner (“Leitner”) is and has been a director of Online Resources since 2007.

19. Defendant Ervin R. Shames (“Shames”) is and has been a director of Online Resources since 2000.

20. Defendant William H. Washecka (“Washecka”) is and has been a director of Online Resources since 2004.

21. Defendant Barry D. Wessler (“Wessler”) is and has been a director of Online Resources since 2000.

22. Defendants Dorman, Cowan, Horowitz, Jaffe, Layden, Leitner, Shames, Washecka and Wessler are collectively referred to hereinafter as the “Individual Defendants.”

23. Each of the Individual Defendants herein is sued individually, and as an aider and abettor, as well as in his or her capacity as an officer and/or director of the Company, and the liability of each arises from the fact that he or she has engaged in all or part of the unlawful acts, plans, schemes, or transactions complained of herein.

24. Defendant ACI is a corporation organized and existing under the laws of Delaware, with its principal executive offices located at 120 Broadway, Suite 3350, New York, New York. ACI develops, markets, installs and supports a broad line of software products and services primarily focused on facilitating electronic payments.

25. Defendant Acquisition Sub is a Delaware corporation and wholly owned subsidiary of ACI formed solely for the purpose of entering into the Transaction Agreement and consummating the Offer, and has not conducted any business operations other than those incident to its formation.

26. Collectively, the Individual Defendants, ACI, Online Resources and Acquisition Sub are referred to herein as the "Defendants."

THE FIDUCIARY DUTIES OF THE INDIVIDUAL DEFENDANT

27. By reason of the Individual Defendants' positions with the Company as officers and/or directors, said individuals are in a fiduciary relationship with Plaintiff and the other shareholders of Online Resources and owe Plaintiff and the other members of the Class (defined herein) the duties of good faith, fair dealing and loyalty.

28. By virtue of their positions as directors and/or officers of Online Resources, the Individual Defendants, at all relevant times, had the power to control and influence, and did control and influence and cause Online Resources to engage in the practices complained of herein.

29. Each of the Individual Defendants is required to act in good faith, in the best interests of the Company's shareholders and with such care, including reasonable inquiry, as would be expected of an ordinarily prudent person. In a situation where the directors of a publicly traded company undertake a transaction that may result in a change in corporate control, the directors must take all steps reasonably required to maximize the value shareholders will receive rather than use a change of control to benefit themselves, and to disclose all material information concerning the proposed change of control to enable the shareholders to make an informed voting decision. To diligently comply with this duty, the directors of a corporation may not take any action that:

(a) adversely affects the value provided to the corporation's shareholders;

(b) contractually prohibits them from complying with or carrying out their fiduciary duties;

(c) discourages or inhibits alternative offers to purchase control of the corporation or its assets;

(d) will otherwise adversely affect their duty to search for and secure the best value reasonably available under the circumstances for the corporation's shareholders; or

(e) will provide the directors and/or officers with preferential treatment at the expense of, or separate from, the public shareholders.

30. Plaintiff alleges herein that the Individual Defendants, separately and together, in connection with the Proposed Buyout, violated duties owed to Plaintiff and the other shareholders of Online Resources, including their duties of loyalty, good faith and independence, insofar as they, *inter alia*, engaged in self-dealing and obtained for themselves personal benefits, including personal financial benefits, not shared equally by Plaintiff or the other shareholders of Online Resources common stock.

CLASS ACTION ALLEGATIONS

31. Plaintiff brings this action pursuant to the Court of Chancery Rule 23, on behalf of all holders of Online Resources common stock who are being and will be harmed by Defendants' actions described below (the "Class"). Excluded from the Class are Defendants herein and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants.

32. This action is properly maintainable as a class action.

33. The Class is so numerous that joinder of all members is impracticable. As of October 31, 2012, there were 32,889,083 shares of Online Resources common stock issued and outstanding. The actual number of public shareholders of Online Resources will be ascertained through discovery.

34. Questions of law and fact that are common to the Class, including, among others:

(a) whether the Individual Defendants have fulfilled and are capable of fulfilling their fiduciary duties owed to Plaintiff and the Class;

(b) whether the Individual Defendants have engaged and continue to engage in a scheme to benefit themselves at the expense of Online Resources shareholders in violation of their fiduciary duties;

(c) whether the Individual Defendants are acting in furtherance of their own self-interest to the detriment of the Class; and

(d) whether Plaintiff and the other members of the Class will be irreparably damaged if Defendants are not enjoined from continuing the conduct described herein.

35. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

36. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

37. Preliminary and final injunctive relief on behalf of the Class as a whole is entirely appropriate because Defendants have acted, or refused to act, on grounds generally applicable and causing injury to the Class.

SUBSTANTIVE ALLEGATIONS

A. Background

38. Online Resources develops and supplies our proprietary Digital Payment Framework to power ePayments choices between millions of consumers and financial institutions, creditors and billers. The Company has two primary business lines: bill payment and transaction processing, and online banking and account presentation. The Company's digital bill payment services directly link financial interactions between banks and billers, while our outsourced, web—and phone-based financial technology services enable clients to fulfill payment, banking and other financial services to their millions of end users. The Company's Digital Payment Framework is built upon a foundation of security and innovation, and features a wide range of configurable services enabling the Company's clients to take advantage of industry-leading agility, flexibility and breadth of solution.

39. On January 21, 2011, Online Resources announced that:

> [the] Boards of Directors [are] evaluating unsolicited expressions of interest in potential business combinations that it has received from third parties. The Board is considering these alternatives against the long-term strategic growth plan that it recently approved in order to determine whether there is now an option that can deliver greater shareholder value. Under the strategic plan, the Company has enhanced its management team and is currently investing in technology, products and organizational structure to drive revenue growth and margin improvement.

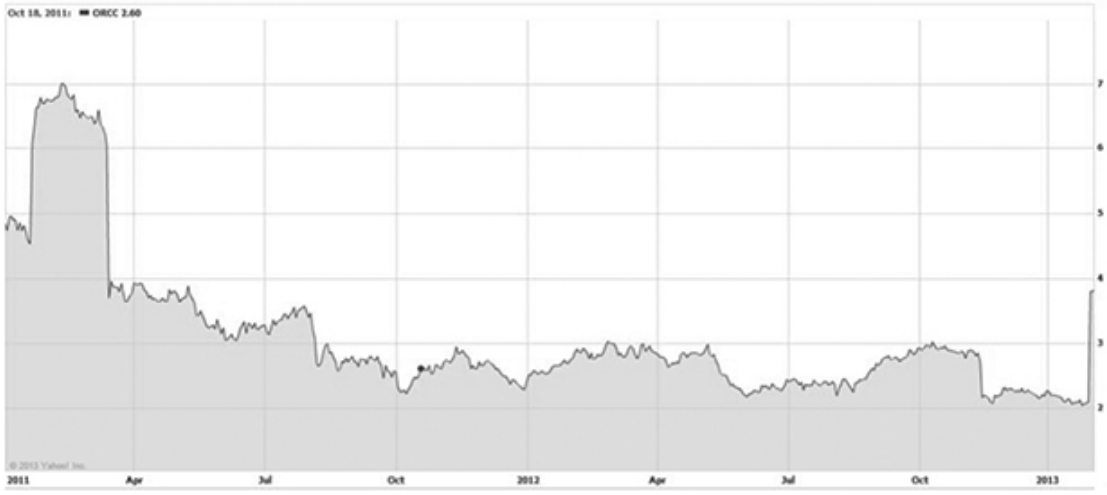
40. Defendant Cowan, president and chief executive officer of Online Resources, stated, in part:

> "Since I arrived as CEO in June, we have worked diligently to develop a long-term plan to put Online Resources back on the path to sustainable growth by investing in new ways to provide exceptional value to our customers.... We have a robust and unique set of core assets at Online Resources, and I believe that with the strong team we have in place, we can deliver against the objectives defined in the plan. However, because we have also been approached by other parties, the Company has an obligation to examine other potential value-creating alternatives that may now exist for our shareholders."

41. On March 15, 2011, Online Resources reported its 4Q financial results and announced that it had abandoned pursuit of a business combination. The press release stated, in part that "[t]he Company's Board of Directors announced that, after careful consideration, it has terminated its evaluation of potential business combinations and is not actively pursuing alternatives to the Company's long-term strategic growth plan." In addition, Defendant Cowan, stated:

> "The Board of Directors determined that the completion of a transaction on acceptable terms was unlikely at this time ***and that the best course of action to achieve the highest shareholder value is to continue to aggressively pursue our long-term strategic growth plan***.... We have identified clear objectives to re-focus and maximize our technology, products and organizational structure to drive revenue and earnings growth. We are bullish about the opportunities that lie ahead for Online Resources." (emphasis added)

42. After trading consistently above $4 even before announcement of possible business combinations and consistently above $6 in anticipation of a possible combination, Online Resources stock collapsed as evidenced in the chart below:



43. Since March 2011, Online Resources has aggressively pursued its long-term strategic growth plan and has been reporting significant improvements in its financials and prospects.

44. On March 14, 2012, Online Resources reported its 4Q and full-year results and confirmed that it was on track with its strategic growth plan. Defendant Cowan stated, in part:

> "***We made a great deal of progress on the long-term strategic growth plan we presented in March 2011***.... We've focused the Company on becoming an innovative, best-of-breed solution provider in the payments market, opened a first-class development center in India and began the process of optimizing and consolidating the technology that we possess. All the while, ***we've met or exceeded the revenue and earnings direction we provided for 2011 at this time last year and for each of the 2011 quarters***."
>
> "***We had record sales in the fourth quarter, contributing to a record sales year***. I'm very pleased with this as I believe it validates some of the early steps we've taken. With opportunity often comes challenge however, and this is no exception. In 2012, we expect to make additional investments, reprioritize planned investments and extend our investment period to ensure we can implement and service this new business." (emphasis added)

45. On May 7, 2012, Online Resources reported its 1Q financial results and confirmed again progress in achieving its strategic growth plan. Defendant Cowan stated, in part:

"In the first quarter, revenue was in-line with our expectations, growing by 5% relative to the first quarter of last year,".... "Earnings measures were higher than our expectations owing to some expense reversals that are not expected to recur in the future and the deferral of other expenses to later this year."

"I'm pleased with the progress the Company is making on the long-term strategic growth plan. I believe the revenue and earnings growth we saw this past quarter are partially the result of the plan we set upon over a year ago. As such, I'm confident in the course we have set for the Company and the expectations we discussed two months ago."

46. On November 8, 2012, Online Resources reported its 3Q financial results and confirmed continued progress in achieving its strategic growth plan. Defendant Cowan stated, in part:

"Revenue and earnings were better than expected in the third quarter,".... "During the quarter we benefited from higher professional services revenue in our banking business that is non-recurring in nature. Excluding the higher professional services revenue, revenue and earnings would still have been at the high end of guidance."

"As can be seen from the sequential decline in earnings in the third quarter, we have entered the major investment stage of our strategic growth plan,".... "We anticipate that these investments will continue to grow in the fourth quarter of 2012. These investments in product management, marketing, sales and client services, operations and technology should allow us to drive increased revenue and earnings growth in late 2013 and beyond."

47. Rather than permitting the Company's shares to trade freely and allowing its public shareholders to reap the benefits of the Company's long-term strategic growth plan, the Individual Defendants have acted for their personal benefit and the benefit of ACI as well as to the detriment of the Company's public shareholders, by entering into the Transaction Agreement.

B. The Proposed Buyout

48. On January 31, 2013, ACI and Online Resources issued a joint press release announcing the Proposed Buyout which stated:

Naples, FLA—January 31, 2013—ACI Worldwide (NASDAQ: ACIW), a leading international provider of payment systems, and Online Resources (NASDAQ: ORCC), a leading provider of online banking and full-service bill pay solutions, today announced that they have entered into a definitive transaction agreement. Under the terms of the agreement, ACI Worldwide will acquire Online Resources in an all cash transaction for $3.85 per share. The boards of directors of both companies have approved the transaction. [….]

The integration of ACI Worldwide and Online Resources will make available to financial institutions the preeminent online and mobile banking, bill payment and presentment solutions. ACI Worldwide is recognized as the leader in the U.S. Large Bank Market for 2012 and a Company to Watch in 2013 by Aite Group. The addition of Online Resources' payment and presentment capabilities will benefit customers by giving them the choice and flexibility to address a broader set of needs from a single integrated source.

The acquisition would also broaden ACI Worldwide's customer base with the addition of 1,000 banks, credit unions, billers, credit card issuers, and other credit and payment service providers.

"Built on our heritage of producing highly reliable and trusted solutions, ACI Worldwide's mission is to deliver universal payment solutions that provide control, choice and flexibility to our customers while maintaining their peace of mind," said Philip Heasley, President and CEO of ACI Worldwide. "Online Resources' robust product set and talented employee base of online banking and payment experts is well-aligned with this focus and our desire to lead in a category undergoing accelerating change."

"I believe the combination of the two companies will allow the Online Resources product suite to now achieve its full potential in the Banking and Biller Markets, provide even better services and functionality for our clients and customers, and create additional opportunity for our dedicated and hardworking employees," said Joe L. Cowan, President and Chief Executive Officer of Online Resources. [....]

Terms of the Transaction

ACI Worldwide and Online Resources have entered into a definitive transaction agreement under which ACI Worldwide would acquire Online Resources for $3.85 per share in cash in a transaction valued at an enterprise value of approximately $263 million, which includes the redemption of Online Resources' preferred stock. ACI Worldwide will commence a cash tender offer to purchase all outstanding shares of common stock of Online Resources no later than February 15, 2013.

Upon the successful closing of the tender offer, stockholders of Online Resources will receive $3.85 per share in cash for each share of Online Resources common stock validly tendered and not validly withdrawn in the offer, without interest and less any applicable withholding taxes. [....]

49. The $3.85 per share consideration being offered to Online Resources public stockholders in the Proposed Buyout is unfair and grossly inadequate because, among other things, the intrinsic value of Online Resources common stock is materially in excess of the amount offered given the Company's recent financial performance together with its prospects for future growth and earnings.

50. Further, ACI will achieve significant synergies from the Proposed Buyout, enhancing the value to ACI and, in turn, the per share consideration Online Resources shareholders should receive. According to the press release announcing the Proposed Buyout, ACI anticipates "annual cost synergies of approximately $19.5 million." It is unlikely that the $3.85 per share merger price ACI offers includes those material synergies.

C. The Preclusive Deal Protection Devices

51. To the detriment of the Plaintiff and other members of the Class, the terms of the Transaction Agreement substantially favor ACI and are calculated to unreasonably dissuade potential suitors from making competing offers.

52. On January 31, 2013, the Company filed a Form 8-K with the United States Securities and Exchange Commission ("SEC") wherein it disclosed the terms of the Transaction Agreement. As part of the Transaction Agreement, the Individual Defendants agreed to certain onerous and preclusive deal protection devices that operate conjunctively to make the Proposed Buyout a *fait accompli* and ensure that no competing offers will emerge for the Company.

53. Defendants are attempting to circumvent the requirements of a shareholder vote through an irrevocable "Top-Up Option" which the Online Resources Board granted to ACI. The Top-Up Option is contained in Section 2.3 of the Transaction Agreement and states that in the event ACI falls short of obtaining the minimum number of shares in the Offer necessary to

effectuate a short form merger under § 253 of the Delaware General Corporations Law, ACI may purchase, at its option, the number of shares necessary for it to exceed the ninety percent threshold. The Top-Up Option therefore allows Online Resources to pursue a merge without ever having to conduct a shareholder vote.

54. ACI as part of the Proposed Buyout has entered into Shareholder Agreements with Tennenbaum Capital Partners, LLC ("Tennenbaum"), which collectively beneficially owned approximately 22.3% of all outstanding shares in Online Resources and Defendant Cowan, who beneficially owns approximately 1.4% of all the outstanding shares in Online Resources. By entering into these Shareholder Agreements, Tennebaum and Defendant Cowan have committed to tendering approximately 22.7% of all outstanding shares of Online Resources common stock in the Offer.

55. In addition to the Top-Up Option, Online Resources through the Individual Defendants agreed to onerous and preclusive deal protection devices. For example, the Transaction Agreement contains a strict "no shop" provision prohibiting the Board from taking any affirmative action to comply with their fiduciary duties to maximize shareholder value, including soliciting alternative acquisition proposals or business combinations. The Transaction Agreement also includes a strict "standstill" provision which prohibits, except under extremely limited circumstances, the Defendants from even engaging in discussions or negotiations relating to proposals regarding alternative business combinations. Further, in addition to the no-shop and standstill provisions, the Transaction Agreement includes a $8 million termination fee that will all but ensure that no competing offer will emerge.

56. Specifically, §5.8(a) of the Transaction Agreement includes a "no solicitation" provision barring the Board and any Company personnel from soliciting, initiating, facilitating or encouraging alternative proposals in an attempt to procure a price in excess of the amount offered by ACI. This section also demands that the Company terminate any and all prior or ongoing discussions with other potential suitors.

57. Similarly, §5.8(e) of the Transaction Agreement provides a matching rights provision whereby the Company must notify ACI of any unsolicited competing bidder's offer within 24 hours after receipt. Then, if and only if, the Board determines that the competing offer constitutes a "Superior Proposal," (as defined in the Merger Agreement) ACI is granted at least three (3) business days (the "Notice Period") to amend the terms of the Transaction Agreement to make a counter-offer that the Company must consider in determining whether the competing bid still constitutes a "Superior Proposal." Moreover, ACI will be able to match the unsolicited offer because it will be granted unfettered access to the details of the unsolicited offer, in its entirety, eliminating any leverage that the Company has in receiving the unsolicited offer. Accordingly, the Transaction Agreement unfairly assures that any "auction" will favor ACI and piggy-back upon the due diligence of the foreclosed alternative bidder.

58. To further ensure the success of the Proposed Buyout, the Board locked up the deal by agreeing to pay a termination fee of $8 million. The terms of the Transaction Agreement essentially requires that the alternative bidder agree to pay a naked premium for the right to provide Online Resources shareholders with a superior offer. Accordingly, the Transaction Agreement unfairly assures that any "auction" will favor ACI and piggy-back upon the due diligence efforts of the alternative bidder.

59. These provisions cumulatively discourage bidders from making a competing bid for the Company.

FIRST CAUSE OF ACTION

Claim for Breach of Fiduciary Duties Against the Individual Defendants

60. Plaintiff repeats and realleges each allegation set forth herein.

61. The Individual Defendants have violated fiduciary duties of care, loyalty and good faith owed to public shareholders of Online Resources.

62. By the acts, transactions and courses of conduct alleged herein, the Individual Defendants, individually and acting as a part of a common plan, are attempting to unfairly deprive Plaintiff and other members of the Class of the true value of their investment in Online Resources.

63. As demonstrated by the allegations above, the Individual Defendants failed to exercise the care required, and breached their duties of loyalty, good faith and independence owed to the shareholders of Online Resources because, among other reasons, they failed to take steps to maximize the value of Online Resources to its public shareholders.

64. The Individual Defendants dominate and control the business and corporate affairs of Online Resources, and are in possession of private corporate information concerning Online Resources' assets, business and future prospects. Thus, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of Online Resources which makes it inherently unfair for them to benefit their own interests to the exclusion of maximizing shareholder value.

65. By reason of the foregoing acts, practices and course of conduct, the Individual Defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward Plaintiff and the other members of the Class.

66. As a result of the actions of Defendants, Plaintiff and the Class will suffer irreparable injury in that they have not and will not receive their fair portion of the value of Online Resources' assets and businesses and have been and will be prevented from obtaining a fair price for their common stock.

67. Unless the Individual Defendants are enjoined by the Court, they will continue to breach their fiduciary duties owed to Plaintiff and the members of the Class, all to the irreparable harm of the members of the Class.

68. Plaintiff and the members of the Class have no adequate remedy at law.

SECOND CAUSE OF ACTION

On Behalf of Plaintiff and the Class
Against ACI and Acquisition Sub for Aiding and Abetting the
Individual Defendants' Breaches of Fiduciary Duty

69. Plaintiff repeats and realleges each allegation set forth herein.

70. ACI and Acquisition Sub (collectively "The Entities") have acted and are acting with knowledge of, or with reckless disregard to, the fact that the Individual Defendants are in breach of their fiduciary duties to Online Resources' public shareholders, and has participated in such breaches of fiduciary duties.

71. The Entities knowingly aided and abetted the Individual Defendants' wrongdoing alleged herein. In so doing, the Entities rendered substantial assistance in order to effectuate the Individual Defendants' plan to consummate the Offer in breach of their fiduciary duties.

72. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief in his favor and in favor of the Class and against Defendants as follows:

A. Declaring that this action is properly maintainable as a Class action and certifying Plaintiff as Class representative;

B. Enjoining Defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Offer, unless and until the Company adopts and implements a procedure or process to obtain a Transaction Agreement providing the best possible terms for shareholders;

C. Rescinding, to the extent already implemented, the Offer or any of the terms thereof, or granting Plaintiff and the Class rescissory damages;

D. Directing the Individual Defendants to account to Plaintiff and the Class for all damages suffered as a result of the Individual Defendants wrongdoing;

E. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

F. Granting such other and further equitable relief as this Court may deem just and proper.

DATED: February 5, 2013

FARUQI & FARUQI, LLP

By: */s/ Peter B. Andrews*

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Craig J. Springer (#5529)
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Cudahy, WI 53110
Tel: (414) 482-8000
Fax: (414) 482-8001

Exhibit (b)(2)

EXECUTION COPY

WELLS FARGO BANK, NATIONAL ASSOCIATION
12 East 49th Street
New York, New York
10017

WELLS FARGO SECURITIES, LLC
Duke Energy Center
550 South Tryon Street
Charlotte, North Carolina 28202

PERSONAL AND CONFIDENTIAL

February 6, 2013

ACI Worldwide, Inc.
3520 Kraft Road, Suite 300
Naples, Florida 34105

Attention: Scott Behrens
Executive Vice President and Chief Financial Officer

Craig Maki
Executive Vice President and Chief Development Officer

Amended and Restated Commitment Letter

Ladies and Gentlemen:

Wells Fargo Bank, National Association (**"Wells Fargo Bank"**) and Wells Fargo Securities, LLC (**"Wells Fargo Securities"** or the **"Arranger"**; and together with Wells Fargo Bank, the **"Wells Fargo Parties"** or **"we"** or **"us"**) are pleased to confirm the arrangements under which (i) Wells Fargo Securities is exclusively authorized by ACI Worldwide, Inc. (the **"Company"** or **"you"**) to act as sole lead arranger and sole bookrunner in connection with, (ii) Wells Fargo Bank is exclusively authorized by the Company to act as administrative agent in connection with, and (iii) Wells Fargo Bank commits to provide, the financing for certain transactions described herein, in each case on the terms and subject to the conditions set forth in this letter and the attached Annexes A, B and C-1 or C-2 (as applicable) hereto (collectively, including Schedule 1 to Annex C-1 or Schedule 1 to Annex C-2 (as applicable), the **"Commitment Letter"**).

You have informed us that the Company intends to acquire (the **"Acquisition"**) all of the outstanding shares of capital stock of Online Resources Corporation, a Delaware corporation (the "**Target**" and, together with its subsidiaries, the **"Acquired Business"**), pursuant to the transactions more particularly described in this Commitment Letter (including, without limitation, Annex B). You have further advised us that, in connection with the foregoing, you intend to finance the Acquisition with $300 million of proceeds of new senior secured indebtedness which will be obtained from one of the following sources:

(1) an Incremental Term Loan in a principal amount of $300 million to be provided to the Company under that certain Credit Agreement dated as of November 10, 2011 (as (i) supplemented by Consent and Waiver No.1 to the Credit Agreement, dated as of May 9, 2012 (as amended by the First Amendment to Consent and Waiver No. 1 to the Credit Agreement, dated

as of August 9, 2012), and Consent and Waiver No. 2 to the Credit Agreement, dated as of August 29, 2012 and (ii) as amended by that certain First Amendment and Consent and Waiver No. 3 to the Credit Agreement dated as of September 11, 2012 and that certain Second Amendment dated as of December 20, 2012, the **"Existing Credit Agreement"**) among the Company, as borrower, the lenders who are or may become party thereto, as lenders, and Wells Fargo Bank, as administrative agent (such loan, the **"Incremental Term Loan"**) having the terms set forth on Annex C-1 (it being understood and agreed by the parties hereto that, in order to effect the Incremental Term Loan, the Existing Credit Agreement must be amended pursuant to an amendment thereto (the **"Amendment"**) more particularly described in Schedule 1 to Annex C-1); or

(2) as an alternative to, and in lieu of, the Incremental Term Loan referred to in clause (1) above, a portion of new senior secured credit facilities of the Company in an aggregate principal amount of $750 million to be provided to the Company and consisting of:

- $600 million under a senior secured term loan facility (the **"New Term Facility"**) having the terms set forth on Annex C-2; and
- $150 million under a senior secured revolving credit facility (the **"New Revolving Facility"**; and, together with the New Term Facility, the **"New Credit Facilities"**) having the terms set forth on Annex C-2.

For the purposes of this Commitment Letter, the New Credit Facilities and the Incremental Term Loan are referred to collectively as the **"Senior Credit Facilities"** and each as a **"Senior Credit Facility"**. The date upon which the applicable Senior Credit Facility is effective is referred to as the **"New Closing Date"**. Capitalized terms used herein but not defined herein shall have the meanings assigned thereto in the Existing Credit Agreement.

This Commitment Letter amends, restates and supersedes that certain Commitment Letter dated as of January 30, 2013 (the **"Original Commitment Letter"**) by and among Wells Fargo Bank, Wells Fargo Securities and you, in its entirety.

1. **Commitments; Titles and Roles.**

Wells Fargo Securities is pleased to confirm its agreement to act (either alone or through or with affiliates selected by it), and you hereby appoint Wells Fargo Securities to act, as sole lead arranger and sole bookrunner in connection with the applicable Senior Credit Facility (including, in the case of the Incremental Term Loan, acting in such capacities in connection with arranging the Amendment as more particularly described herein). Wells Fargo Bank is pleased to confirm its agreement to act, and you hereby appoint Wells Fargo Bank to act, as administrative agent (the **"Administrative Agent"**) for the applicable Senior Credit Facility. The Arranger or you shall have the right with the other party's consent (not to be unreasonably withheld or delayed) to award titles to other co-agents or arrangers (such other agents or arrangers, together with their lending affiliates, the "**Other Arrangers**") that provide (or whose affiliates provide) commitments in respect of the applicable Senior Credit Facility (it being further agreed that each of the parties hereto shall, upon the request of the other party hereto, execute a revised version of this Commitment Letter or an amendment or joinder hereto to reflect the commitment or commitments of any such Other Arranger and its lending affiliates).

Subject to the terms contained in this Commitment Letter and the Fee Letter (referred to below) and the conditions contained in this Commitment Letter, each of the Arranger and Wells Fargo Bank is pleased to confirm its commitment to act in the capacities set forth above.

In addition, subject to the terms contained in this Commitment Letter and the Fee Letter and the conditions contained in this Commitment Letter:

(a) Wells Fargo Bank is pleased to commit to provide $750,000,000 of the principal amount of the New Credit Facilities (the **"Commitment"**); provided that, if signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are received and released from escrow on or prior to the Required Amendment Approval Date (as defined below), the Commitment shall automatically, and without further action, be reduced to $300,000,000 and shall be limited solely to providing the Incremental Term Loan in accordance with, and subject to, the terms contained in this Commitment Letter and the Fee Letter and the conditions of this Commitment Letter (it being acknowledged and agreed that (i) upon the effective date of the Amendment, Wells Fargo Bank shall no longer be committed to provide any portion of the New Credit Facilities and (ii) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, Wells Fargo Bank's Commitment shall remain at $750,000,000 and shall not include any commitment with respect to the Incremental Term Loan); and

(b) Wells Fargo Securities agrees to use commercially reasonable efforts during the period from the date of acceptance of this Commitment Letter and the Fee Letter through the date that is the earlier of (1) the effective date of the Amendment and (2) Required Amendment Approval Date to obtain approval of the Amendment from the Lenders (under, and as defined in, the Existing Credit Agreement), it being acknowledged and agreed that no provision of this Commitment Letter or the Fee Letter shall be deemed to be, and Wells Fargo Securities has not provided, any express or an implied guarantee of the ultimate success of the Amendment.

The fees for our commitment and for services related to the Senior Credit Facilities and the Amendment are set forth in a separate amended and restated fee letter (the "**Fee Letter"**) entered into by the Company and the Wells Fargo Parties on the date hereof. You agree that except as contemplated hereby or by the Fee Letter, no other agents or arrangers will be appointed, no other titles will be awarded and no compensation (other than as expressly contemplated by this Commitment Letter and the Fee Letter) will be paid to any lender, agent or arranger for any of the Senior Credit Facilities or the Amendment for its participation in any of the Senior Credit Facilities or its consent to the Amendment unless you and we shall so agree. It is further agreed that Wells Fargo Securities shall have "left" and "highest" placement in any and all marketing materials and other documentation used in connection with any of the Senior Credit Facilities or the Amendment and shall hold the leading roles and responsibilities conventionally associated with such "left" and "highest" placement, including maintaining sole physical books for the Senior Credit Facilities and the Amendment, and no Other Arranger will have rights in respect of the management of the syndication of any of the Senior Credit Facilities (including, without limitation, in respect of "market flex" rights under the Fee Letter, over which the Arranger shall have sole control) or the arrangement of the Amendment. For purposes of this Commitment Letter and the Fee Letter, **"Wells Fargo"** means the Wells Fargo Parties and any of their respective affiliates that may provide services or perform obligations under this Commitment Letter or the Fee Letter.

2. **Conditions Precedent.**

Wells Fargo's commitments and agreements are subject to (i) there not having occurred, since the January 30, 2013, any event that has resulted in, or could reasonably be expected to result in, an Acquired Business Material Adverse Effect (as defined below) and (ii) after January 30, 2013 and until the completion of an Incremental Term Loan Successful Syndication or a New Credit Facilities Successful Syndication (as each such term is defined in the Fee Letter), as applicable, none of the Company, the Target nor any of their respective subsidiaries shall have announced, offered, arranged, syndicated or issued any debt securities, including, without limitation, convertible securities (other than in connection with the refinancing, replacement or extension of the existing credit facilities of the Acquired Business) or bank financing (other than the Senior Credit Facilities or in connection with the refinancing, replacement or extension of the existing credit facilities of the Acquired Business) without our prior written consent. Wells Fargo's commitments and agreements are also subject, in the discretion of each of Wells Fargo and the Company, to:

(a) solely in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are received and released from escrow on or prior to the Required Amendment Approval Date and the Commitment with respect to the Incremental Term Loan is in effect, (i) the satisfactory negotiation, execution and delivery of appropriate definitive loan documents relating to the Incremental Term Loan, including, without limitation, documents required pursuant to Section 2.8 of the Existing Credit Agreement, amendments to the credit agreement, amendments or reaffirmations to the guarantees, security agreements and pledge agreements, opinions of counsel and other related definitive documents (collectively, the **"Incremental Loan Documents"**) to be based upon and substantially similar to the Existing Credit Agreement (subject to such modifications thereto as set forth in Annex C-1 hereto and as may otherwise be agreed to by the Arranger) and the loan documents executed in connection therewith (subject to the terms contained in this Commitment Letter and the Fee Letter and the conditions contained in this Commitment Letter) and (ii) the satisfaction of the other conditions precedent to the initial funding of the Incremental Term Loan contained in Schedule 1 to Annex C-1 hereto and in this Section 2 and Section 3 of this Commitment Letter; and

(b) solely in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date and the Commitment with respect to the New Credit Facilities is in effect, (i) the satisfactory negotiation, execution and delivery of appropriate definitive loan documents relating to the New Credit Facilities, including, without limitation, a credit agreement, guarantees, security agreements and pledge agreements, opinions of counsel and other related definitive documents (collectively, the **"New Credit Facilities Loan Documents"**) to be based upon and substantially similar to the Existing Credit Agreement (subject to such modifications thereto as set forth in Annex C-2 hereto and as may otherwise be agreed to by the Arranger) and the loan documents executed in connection therewith (subject to the terms contained in this Commitment Letter and the Fee Letter and the conditions contained in this Commitment Letter) and (ii) the satisfaction of the other conditions precedent to the initial funding of the New Credit Facilities contained in Schedule 1 to Annex C-2 hereto and in this Section 2 and Section 3 of this Commitment Letter.

There shall be no conditions to closing and funding not expressly set forth in the Commitment Letter (including Annexes C-1, C-2 and the schedules thereto).

Notwithstanding anything in this Commitment Letter, the Fee Letter or the New Credit Facilities Loan Documents or any other letter agreement or other undertaking concerning the New Credit Facilities to the contrary, solely in the case of the conditions precedent to the availability of the New Credit Facilities on the New Closing Date (and the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date), (i) the only representations relating to the Acquired Business, the Company and your and their respective subsidiaries and your and their respective businesses the accuracy of which shall be a condition to the availability of the New Credit Facilities on the New Closing Date (and the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date) shall be (A) such of the representations made by the Acquired Business and/or the sellers of the Acquired Business or their respective subsidiaries or affiliates or with respect to the Acquired Business or its operations in the Acquisition Documents as are material to the interests of the Lenders (the **"Specified Purchase Agreement Representations"**), but only to the extent that you or your affiliates have the right to terminate your or their respective obligations under the Acquisition Documents or otherwise decline to close the Acquisition or terminate the Tender Offer (as defined in Annex B) as a result of a breach of any such Specified Purchase Agreement Representations or any such Specified Purchase Agreement Representations not being accurate (in each case, determined without regard to any notice requirement) and (B) the Specified Representations (as defined below) and (ii) the terms of the New Credit Facilities Loan Documents shall be in a form such that they do not impair the availability of the New Credit Facilities on the New Closing Date (or the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date) if the conditions set forth in or referred to in this Commitment Letter are satisfied (it being understood that, to the extent any security interest in any collateral referenced under the heading "Security" in Annex C-2 hereto (other than security interests in the assets of the Company and its subsidiaries (other than the Acquired Business) and other security interests that may be perfected by (x) the filing of a financing statement under the Uniform Commercial Code, (y) the delivery of certificates evidencing the equity securities required to be pledged pursuant to the terms of Annex C-2 hereto and (z) the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) is not or cannot be perfected on the New Closing Date (or the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date) after your use of commercially reasonable efforts to do so, then the perfection of such security interests shall not constitute a condition precedent to the availability of the New Credit Facilities on the New Closing Date (or the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date), but instead shall be required to be delivered after the New Closing Date (or the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date) pursuant to arrangements and timing to be mutually agreed by the Administrative Agent and the Company acting reasonably (but not to exceed 60 days after the New Closing Date (or the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date), unless extended by the Administrative Agent). For purposes hereof, **"Specified Representations"** means the representations and warranties set forth in Annex C-2 relating to due organization and corporate existence of the Borrower and the Guarantors and good standing of the Borrower and the Guarantors; power and authority, due authorization, execution and delivery and enforceability, in each case, relating to the Borrower and the Guarantors entering into and performance of the New Credit Facilities Loan Documents; no conflicts with or consents under the Borrower's or any Guarantor's organizational documents or applicable law; no breach or violation of material agreements (unless such breach or violation could not reasonably be expected to have a material adverse effect on the Borrower and its subsidiaries, taken as a whole); solvency as of the New Closing Date (and the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date) (after giving effect to the Transactions, including, without limitation, the Tender Offer, the Acquisition and the financing thereof); use of proceeds; Federal Reserve margin regulations; the Investment Company Act; the PATRIOT Act; OFAC; creation, validity and, subject to the parenthetical in the immediately preceding sentence, perfection of security interests in the collateral. This paragraph, and the provisions herein, shall be referred to as the **"Limited Conditionality Provision"**.

As used in the first paragraph of this section, **"Acquired Business Material Adverse Effect"** means, with respect to the Target, any event, change, effect, development, condition or occurrence (each an **"Effect"**), individually or in the aggregate with all other Effects, that is or could reasonably be expected to be materially adverse on, or with respect to, the business, financial condition or results of operations of the Acquired Business, taken as a whole; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute or be taken into account in determining whether there has been, or will be, an Acquired Business Material Adverse Effect: any Effect (A) in or generally affecting the economy or the financial or securities markets in the countries or industries in which the Acquired Business operates generally or (B) to the extent resulting from or arising out of (1) any changes in law or GAAP, (2) any natural disasters or weather-related event, (3) any changes in national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the outbreak or escalation of hostilities or acts of war, sabotage or terrorism, (4) the Target's failure to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, an Acquired Business Material Adverse Effect), (5) any change in the market price or trading volume of the Target's securities (it being understood that the facts or occurrences giving rise or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, an Acquired Business Material Adverse Effect unless such change results from the matters set forth in clauses (A) or (B)(1), (2), (3), (4), (6), (7), (8) or (9)), (6) costs incurred by the Target in connection with the Acquisition Agreement (as defined below) or the transactions contemplated thereby, including financial advisory and legal costs, including legal costs resulting from the execution or announcement of the Acquisition Agreement, (7) any change attributable predominantly to the negotiation, execution, announcement, pendency or pursuit of the Transactions (as defined in the Acquisition Agreement), including any cancellation or delays in customer orders, any reduction in sales and any disruption in supplier, distributor, partner or similar relationships, (8) the matters specifically identified in Part B of the Disclosure Schedule of the Acquisition Agreement, (9) any change arising from or relating to compliance with the express terms of the Acquisition Agreement, or action taken, or failure to act, to which you or BidCo (as defined in Annex B) and the Arranger have consented, but only to the extent, in each of clauses (A), (B)(1), (B)(2) and (B)(3) that such Effect does not affect the Acquired Business, taken as a whole, in a disproportionate manner relative to other participants in the industries in which the Acquired Business operates.

3. **Syndication.**

The Arranger intends and reserves the right to syndicate the applicable Senior Credit Facility to the Incremental Lenders and the New Facility Lenders, as applicable, and you acknowledge and agree that the commencement of syndication shall occur in the discretion of the Arranger. The Arranger will select the Incremental Lenders or New Facility Lenders, as applicable, after consultation with the Company. The Arranger will lead the syndication, including determining the timing of all offers to potential Incremental Lenders or New Facility Lenders, any title of agent or similar designations or roles awarded to any Incremental Lender or New Facility Lender, the number of Incremental Lenders or New Facility Lenders and the acceptance of commitments, the amounts offered and the compensation provided to each Incremental Lender or New Facility Lender from the amounts to be paid to the Arranger pursuant to the terms of this Commitment Letter and the Fee Letter. The Arranger will determine the final commitment allocations and will notify the Company of such determinations. The Company agrees to use all commercially reasonable efforts to ensure that the Arranger's syndication efforts benefit from the existing lending relationships of the Company, the Acquired Business and their respective subsidiaries and affiliates.

The Company agrees to, and agrees to use commercially reasonable efforts to cause the Acquired Business to, assist the Arranger in achieving a syndication of the applicable Senior Credit Facility that is satisfactory to us and you. To assist us in our syndication efforts, the Company shall, and shall use commercially reasonable efforts to cause appropriate members of management of the Acquired Business to, cooperate with the Arranger in connection with (i) the preparation of one or more information packages regarding the business, operations, financial projections and prospects of the Company and the Acquired Business (collectively, the **"Confidential Information Memorandum"**), including, without limitation, all information relating to the transactions contemplated hereunder, prepared by or on behalf of the Company and its subsidiaries or the Acquired Business, deemed reasonably necessary by the Arranger to complete the approval of the Amendment and the syndication of the Incremental Term Loan and, if signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, to complete the syndication of the New Credit Facilities and (ii) the presentation of one or more information packages acceptable in format and content to the Arranger (collectively, the **"Lender Presentation"**) in meetings (including, as applicable, the primary bank meeting for the lenders party to the Existing Credit Agreement and prospective Incremental Lenders (the "**Amendment/Incremental Term Loan Meeting**") and, if applicable, the primary bank meeting for prospective New Facility Lenders (the "**New Credit Facility Lender Meeting**") and other communications with prospective Incremental Lenders, New Facility Lenders or agents in connection with the Amendment and the syndication of the Incremental Term Loan, and, if applicable, the syndication of the New Credit Facilities (including, without limitation, direct contact between senior management and representatives, with appropriate seniority and expertise, of the Company and the Acquired Business with prospective Incremental Lenders and New Facility Lenders and participation of such persons in meetings (including the Amendment/Incremental Term Loan Meeting and New Credit Facility Lender Meeting)). In addition, if (A) requested by the Arranger in connection with the exercise by the Arranger of its rights pursuant to the section of the Fee Letter entitled "Market Flex" or (B) signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, then, in either case, you agree to use commercially reasonable efforts to obtain, at your expense, (1) Corporate Ratings (as defined below) and (2) a current rating with respect to each of the Senior Credit Facilities from each of S&P and Moody's (each as defined below), in each case, at least 7 days prior to the New Closing Date. For purposes of this Commitment Letter and the Fee Letter, **"Corporate Ratings"** means (x) a current corporate rating with respect to the Company from Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. (**"S&P"**) and (y) a current corporate family rating with respect to the Company from Moody's Investors Service, Inc. (**"Moody's"**).

The Company further agrees that the commitments and agreements of Wells Fargo hereunder are conditioned upon the Arranger being afforded a period to solicit consents to the Amendment and syndicate the Senior Credit Facilities that is no less than the later of (i) 20 business days following the date that the Tender Offer is launched (it being agreed that, for the purpose of this calculation, such calculation of business days shall be made in accordance with Rules 14e-1(a) and 14d-1(g)(3) of the Securities Exchange Act of 1934) and (ii) the Expiration Date (as defined in the Acquisition Agreement) (such later date, the **"Marketing Period Expiration Date"**).

Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, the completion of the syndication of any Senior Credit Facility shall not constitute a condition precedent to the New Closing Date and it is acknowledged and agreed that (1) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are received and released from escrow on or prior to the Required Amendment Approval Date and the conditions set forth in this Commitment Letter (including this section and in Annex C-1 and the schedule thereto) are satisfied, nothing herein shall impair the availability of the Incremental Term Loan on or after the Marketing Period Expiration Date, and (2) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, then, provided that the other conditions set forth in this Commitment Letter (including this section and in Annex C-2 and the schedule thereto) are satisfied, nothing herein shall impair the availability of the New Credit Facilities on or after the Marketing Period Expiration Date.

For the purposes of this Commitment Letter and the Fee Letter, (x) all references to "business days" shall exclude Saturdays, Sundays and traditional blackout and holiday periods in the bank market (such blackout and holiday periods shall include February 18, 2013), and (y) **"Required Amendment Approval Date"** means the date that is the earlier of (1) 10 business days after the Amendment/Incremental Term Loan Meeting and (2) February 22, 2013 (it being understood and agreed that the Arranger may extend the Required Amendment Approval Date in its sole discretion upon written notice thereof to you).

The Company will be solely responsible for the contents of any such Confidential Information Memorandum and Lender Presentation and all other information, documentation or materials delivered to the Arranger in connection therewith and in connection with transactions contemplated hereby, including, without limitation, the Acquisition (collectively, the **"Information"**) and acknowledges that Wells Fargo will be using and relying upon the Information without independent verification thereof. The Company agrees that Information regarding the Amendment, any Senior Credit Facility and Information provided by the Company, the Acquired Business or their respective representatives, subsidiaries or affiliates to Wells Fargo in connection with the Amendment or any Senior Credit Facility (including, without limitation, draft and execution versions of the Incremental Loan Documents or the New Credit Facilities Loan Documents, as applicable, the Confidential Information Memorandum, the Lender Presentation, publicly filed financial statements, and draft or final offering materials relating to contemporaneous or prior securities issuances by the Company or the Acquired Business) may be disseminated to potential Incremental Lenders, New Facility Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the **"Platform"**)) created for purposes of syndicating the applicable Senior Credit Facility or otherwise, in accordance with the Arranger's standard syndication practices, and you acknowledge that Wells Fargo will not be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform.

The Company acknowledges that certain of the Incremental Lenders or New Facility Lenders may be **"**public side**"** lenders (i.e. lenders that do not wish to receive material non-public information with respect to the Company, the Acquired Business or their respective subsidiaries or affiliates or any of its or their respective securities) (each, a **"Public Lender"**). At the request of the Arranger, the Company agrees to prepare, and will use commercially reasonable efforts to cause the Acquired Business to assist in such preparation, an additional version of the Information (including, without limitation, any Confidential Information Memorandum and any Lender Presentation) to be used by Public Lenders that does not contain material non-public information concerning the Company, the Acquired Business, or their respective subsidiaries, affiliates or securities. It is understood that in connection with your assistance described above, you will provide, and cause all other applicable persons to provide, authorization letters to the Arranger authorizing the distribution of the Information to prospective Public Lenders, containing a representation to the Arranger that the

public-side version does not include material non-public information about the Company, the Acquired Business, or their respective affiliates or its or their respective securities. In addition, the Company will clearly designate as such all Information provided to Wells Fargo by or on behalf of the Company or the Acquired Business which is suitable to make available to Public Lenders. The Company acknowledges and agrees that the following documents may be distributed to Public Lenders: (a) drafts and final versions of the Incremental Loan Documents or the New Credit Facilities Loan Documents, as applicable; (b) administrative materials prepared by the Arranger for prospective Incremental Lenders or New Facility Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms of the Incremental Term Loan and the other facilities under Existing Credit Agreement or the New Credit Facilities, as applicable.

4. **Information.**

The Company represents and covenants (in the case of Information relating to the Acquired Business, to the best of the Company's knowledge) that (i) all Information (other than financial projections) provided directly or indirectly by the Acquired Business, the Company or their respective representatives, subsidiaries or affiliates to Wells Fargo, the Incremental Lenders or the New Facility Lenders in connection with the transactions contemplated hereunder is and will be, when taken as a whole, complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading and (ii) the financial projections that have been or will be made available to Wells Fargo, the Incremental Lenders or the New Facility Lenders by or on behalf of the Acquired Business, the Company or their respective subsidiaries have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections are furnished to Wells Fargo, the Incremental Lenders or the New Facility Lenders, it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material. You agree that if at any time prior to the later of (i) the New Closing Date and (ii) the termination of the syndication of the Senior Credit Facilities as determined by the Arranger, any of the representations in the preceding sentence would be incorrect if the Information and financial projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and financial projections so that such representations will be correct in all material respects under those circumstances. You acknowledge that we may share with any of our affiliates (it being understood that such affiliates will be subject to the confidentiality agreements between you and us), and such affiliates may share with us, any information related to you, the Acquired Business, or any of your or their respective subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the transactions contemplated hereby.

5. **Indemnification and Related Matters.**

In connection with arrangements such as this, it is our firms' policies to receive indemnification. The Company agrees to the provisions with respect to our indemnity and other matters set forth in Annex A, which is incorporated by reference into this Commitment Letter.

6. **Assignments.**

This Commitment Letter may not be assigned by you without the prior written consent of each of the Wells Fargo Parties (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of Wells Fargo and the other parties hereto and, except as set forth in Annex A hereto, is not intended to confer any benefits upon, or create any rights in favor of,

any person other than the parties hereto. Wells Fargo may assign its commitments and agreements hereunder, in whole or in part, to any of its affiliates and, as provided above, to any Incremental Lender or New Facility Lender, as applicable, prior to the New Closing Date. In addition, until the termination of the syndication of the Senior Credit Facilities, as determined by the Arranger, Wells Fargo may, in consultation with the Company, assign its commitments and agreements hereunder, in whole or in part, to the Other Arrangers or other Incremental Lenders or New Facility Lenders, as applicable, and, in each case, any such assignment will relieve Wells Fargo of its obligations set forth herein (including any obligation to fund the amount so assigned), subject to the terms and conditions of this Commitment Letter. Neither this Commitment Letter nor the Fee Letter may be amended or any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto or thereto, as applicable, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto or thereto.

7. **Confidentiality**.

Please note that this Commitment Letter, the Fee Letter and any written communications provided by, or oral discussions with, Wells Fargo in connection with this arrangement are exclusively for the information of the Company and may not be disclosed, directly or indirectly, to any third party or circulated or referred to publicly without our prior written consent except, after providing written notice to Wells Fargo, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee; *provided* that we hereby consent to your disclosure of (after your execution hereof other than in the case of clauses (i) and (ii)) (i) this Commitment Letter, the Fee Letter and such communications and discussions to the Company's respective officers, directors, agents and advisors who are directly involved in the consideration of the applicable Senior Credit Facility and who have been informed by you of the confidential nature of such communications and discussions and the Commitment Letter and Fee Letter and who have agreed to treat such information confidentially, (ii) this Commitment Letter or the information contained herein (but not the Fee Letter or the information contained therein) to the Acquired Business to the extent you notify it of its obligations to keep such material confidential, and to the Acquired Business's respective officers, directors, agents and advisors who are directly involved in the consideration of the applicable Senior Credit Facility to the extent such persons agree to hold the same in confidence, (iii) this Commitment Letter and the Fee Letter as required by applicable law or compulsory legal process (in which case you agree to inform us promptly in advance thereof), (iv) after consultation with the Arranger, the information contained in this Commitment Letter (but not the Fee Letter or the information contained therein) in any public or regulatory filing or in any proxy statement, prospectus, offer to purchase or exchange, offering memorandum or offering circular, and (v) the information contained in Annex C-1 (in the case of a disclosure in connection with the Incremental Term Loan) and Annex C-2 (in the case of a disclosure in connection with the New Credit Facilities) to Moody's and S&P; *provided* that such information is supplied to Moody's and S&P only on a confidential basis after consultation with the Arranger; *provided*, *further* that in the event that you or any of your affiliates discloses, or circulates or refers publicly to, this Commitment Letter, the Fee Letter or any such communications or discussions (other than as expressly permitted hereby) then, notwithstanding any failure by the Company to execute and deliver a counterpart hereto and/or to the Fee Letter, the Company shall be deemed to have accepted this Commitment Letter and the Fee Letter, each of which will become binding agreements between you and us. In connection with any disclosure by you to any third party as set forth in clauses (i), (ii) or (v) above, you shall notify such third party of the confidential nature of the Commitment Letter, the Fee letter and such communications or discussions. The Wells Fargo Parties shall be permitted to use information related to the syndication and arrangement of any of the Senior Credit Facilities in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality

obligations or disclosure restrictions reasonably requested by you. Prior to the New Closing Date, the Wells Fargo Parties shall have the right to review and approve any public announcement or public filing made by you, the Acquired Business or your or their representatives relating to any Senior Credit Facility or to any of the Wells Fargo Parties in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

8. **Absence of Fiduciary Relationship; Affiliates; Etc.**

As you know, Wells Fargo, together with its affiliates (collectively, "**Wells**"), is a full service financial services firm engaged, either directly or through affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, Wells may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of the Company, as well as of other entities and persons and their affiliates which may (i) be involved in transactions arising from or relating to the engagement contemplated by this Commitment Letter, (ii) be customers or competitors of the Company, or (iii) have other relationships with the Company. In addition, Wells may provide investment banking, underwriting and financial advisory services to such other entities and persons. Wells may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of the Company or such other entities. The transactions contemplated by this Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph. Although Wells in the course of such other activities and relationships may acquire information about the transaction contemplated by this Commitment Letter or other entities and persons which may be the subject of the transactions contemplated by this Commitment Letter, Wells shall have no obligation to disclose such information, or the fact that Wells is in possession of such information, to the Company or to use such information on the Company's behalf.

Consistent with Wells' policy to hold in confidence the affairs of its customers, Wells will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter to any of its other customers. Furthermore, you acknowledge that neither Wells nor any of its affiliates has an obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

Wells may have economic interests that conflict with those of the Company, its equity holders and/or its affiliates. You agree that Wells will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between Wells and the Company, its equity holders or its affiliates. You acknowledge and agree that the transactions contemplated by this Commitment Letter and the Fee Letter (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between Wells, on the one hand, and the Company, on the other, and in connection therewith and with the process leading thereto, (i) Wells has not assumed (A) an advisory responsibility in favor of the Company, its equity holders or its affiliates with respect to the financing transactions contemplated hereby or (B) a fiduciary responsibility in favor of the Company, its equity holders or its affiliates with respect to the transactions contemplated hereby, or in each case, the exercise of rights or remedies

with respect thereto or the process leading thereto (irrespective of whether Wells has advised, is currently advising or will advise the Company, its equity holders or its affiliates on other matters, including, without limitation, in connection with the Acquisition) or any other obligation to the Company except the obligations expressly set forth in this Commitment Letter and the Fee Letter, (ii) Wells is acting solely as a principal and not as the agent or fiduciary of the Company, its management, equity holders, affiliates, creditors or any other person and (iii) Wells has not provided any legal, accounting, regulatory or tax advice, and the Company acknowledges and agrees that the Company has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Company agrees that it will not claim that Wells has rendered advisory services of any nature or respect with respect to the financing transactions contemplated hereby. In addition, each of the Wells Fargo Parties may employ the services of their affiliates in providing services and/or performing their obligations hereunder and may exchange with such affiliates information concerning the Company, the Acquired Business and other companies that may be the subject of this arrangement, and such affiliates will be entitled to the benefits afforded to the Wells Fargo Parties hereunder.

9. **Miscellaneous**.

Wells Fargo's commitments and agreements hereunder will terminate upon the first to occur of (i) consummation of the Acquisition (without the use of the proceeds from either the Incremental Term Loan or the New Credit Facilities), (ii) the closing of the Incremental Term Loan or the New Credit Facilities, (iii) written notification by the Company to the Arranger of the abandonment or termination of the definitive documents relating to the Tender Offer (collectively, the **"Tender Offer Documents"**) and the Acquisition (including, without limitation, the Acquisition Agreement and Shareholder Agreement referred to in Annex B), and in each case, the exhibits, schedules and all other documents related thereto (collectively, together with the Tender Offer Documents, the **"Acquisition Documents"**), (iv) a material breach by the Company under this Commitment Letter or the Fee Letter, (v) May 30, 2013 (such date, the **"Commitment Expiry Date"**), unless the closing of either the Incremental Term Loan or the New Credit Facilities, in either case on the terms and subject to the conditions contained herein, has been consummated on or before such date and (vi) February 28, 2013, unless the Tender Offer has been launched on or prior to such date.

The provisions set forth under Sections 3, 4, 5 (including Annex A), 7 and 8 hereof and this Section 9 hereof will remain in full force and effect regardless of whether definitive Incremental Loan Documents or New Credit Facilities Loan Documents, as applicable, are executed and delivered. The provisions set forth under Sections 5 (including Annex A), 7 and 8 hereof and this Section 9 will remain in full force and effect notwithstanding the expiration or termination of this Commitment Letter or the commitments and agreements of Wells Fargo hereunder.

The Company for itself and its affiliates agrees that any suit or proceeding arising in respect to this Commitment Letter or Wells Fargo's commitments or agreements hereunder or the Fee Letter will be tried exclusively in any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and the Company agrees to submit to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of Wells Fargo's commitments or agreements or any matter referred to in this Commitment Letter or the Fee Letter is hereby waived by the parties hereto. The Company for itself and its affiliates agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any

other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. This Commitment Letter and the Fee Letter and any claim, controversy or dispute arising under or related thereto will be governed by and construed in accordance with the laws of the State of New York.

Wells Fargo hereby notifies the Company and the Acquired Business that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the **"Patriot Act"**), each of the Wells Fargo Parties and each Incremental Lender and each New Facility Lender may be required to obtain, verify and record information that identifies the Borrower and each of the Guarantors (as defined in Annexes C-1 and C-2), which information includes the name, address and taxpayer identification numbers of, the Borrower and each of the Guarantors and other information that will allow each of the Wells Fargo Parties and each Incremental Lender and each New Facility Lender to identify the Borrower and each of the Guarantors in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for Wells Fargo, each Incremental Lender and each New Facility Lender.

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the Senior Credit Facilities and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Senior Credit Facilities.

[Remainder of page intentionally left blank**]**

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Wells Fargo Parties the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter, on or before the close of business on February 6, 2013, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us. If the Commitment Letter and Fee Letter have not been signed and returned as described in the preceding sentence by such date, this offer will terminate on such date. We look forward to working with you on this transaction.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Vanitha Kathrotia
Name: Vanitha Kathrotia
Title: Vice President

WELLS FARGO SECURITIES, LLC

By: /s/ Scott Yarbrough
Name: Scott Yarbrough
Title: Managing Director

ACCEPTED AND AGREED AS OF FEBRUARY 6, 2013:

ACI WORLDWIDE, INC.

By: /s/ Craig Maki
Name: Craig Maki
Title: Executive Vice President and Chief Development Officer

ANNEX A

In the event that either of the Wells Fargo Parties or any of their respective affiliates, partners, members, directors, officers, agents, advisors, employees and/or controlling persons and each of their respective heirs, successors and assigns (each, an ***"Indemnified Person"****) becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including shareholders, partners, members or other equity holders of the Company or the Acquired Business in connection with or as a result of either this arrangement or any matter referred to in this Commitment Letter or the Fee Letter (together, the* ***"Letters"****), the Company agrees to periodically reimburse each Indemnified Person for its reasonable legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith. The Company also agrees to indemnify and hold each Indemnified Person harmless against any and all actions, suits, penalties, expenses, losses, claims, damages or liabilities of any kind or nature (including reasonable legal expenses), joint or several, to any such person in connection with or as a result of either this arrangement or any matter referred to in the Letters, including the use or contemplated use of proceeds (whether or not such investigation, litigation, claim or proceeding is brought by you, your equity holders or creditors or an Indemnified Person and whether or not any such Indemnified Person is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated), except with respect to each Indemnified Person to the extent that such action, suit, penalty, expense, loss, claim, damage or liability has been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person, in performing the services that are the subject of the Letters. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold such Indemnified Person harmless, then the Company will contribute to the amount paid or payable by such Indemnified Person as a result of such action, suit, penalty, expense, loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of (i) the Company and the Acquired Business and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and (ii) such Indemnified Person, respectively, on the other hand in the matters contemplated by the Letters as well as the relative fault of (A) the Company and the Acquired Business and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and (B) such Indemnified Person, with respect to such action, suit, penalty, expense, loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Company under this paragraph will be in addition to any liability which the Company may otherwise have, and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and each Indemnified Person. The Company also agrees that no Indemnified Person will have any liability to the Company or any person asserting claims on behalf of or in right of the Company or any other person in connection with or as a result of either this arrangement or any matter referred to in the Letters, except in the case of the Company, to the extent that any penalties, expenses, losses, claims, damages, liabilities or expenses incurred by the Company or its affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person in performing the services that are the subject of the Letters; provided, however, that in no event will any Indemnified Person or such other parties have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of such Indemnified Person's activities related to the Letters. The Company shall not, without the prior written consent of each Indemnified Person affected thereby, settle any threatened or pending action or claim that would give rise to the right of any Indemnified Person to claim indemnification hereunder unless such settlement (a) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Person and (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Person* ***The provisions of this Annex A will survive any termination or completion of the arrangement provided by the Letters.***

ANNEX B

Transactions

The Company intends to acquire the Acquired Business, pursuant to (i) the purchase by BidCo (as defined below) of all of the Target's Series A-1 convertible preferred stock (collectively, the **"Preferred Shares"**) from the holder thereof at a cash price equal to the "Series A-1 Preference Amount" (as defined in the Certificate of Designations, Powers, Preferences and Rights for the Preferred Shares filed with the Delaware Secretary of State on July 3, 2006) immediately following the purchase of Shares (as defined below) tendered to, and accepted by, BidCo pursuant to the Tender Offer (as defined below) on the Tender Offer Closing Date (as defined below) pursuant to a shareholder agreement in form and substance reasonably satisfactory to the Arranger (the **"Shareholder Agreement"**) and (ii) a cash tender offer (the "**Tender Offer**") by a newly-formed special purpose vehicle that is a wholly-owned domestic subsidiary of the Company ("**BidCo**") to purchase all of the outstanding common stock of the Target (the "**Shares**"), including any Shares that may become outstanding upon the exercise of options or other rights to acquire Shares after the commencement of the Tender Offer but before the Tender Offer Closing Date (as defined below), which Tender Offer shall be conditioned upon, inter alia, the stockholders of the Target having validly tendered and not withdrawn prior to the expiration date of the Tender Offer (as the same may be extended in accordance with the terms of the Tender Offer), at least that number of Shares that, together with the Preferred Shares to be acquired by the BidCo pursuant to the Shareholder Agreement, constitute a majority of the then-outstanding shares of the Target that, on a fully diluted basis, are entitled to vote in connection with any required shareholder vote with respect to the Acquisition. The date on which the Shares are initially accepted for payment under the Tender Offer is referred to as the "**Tender Offer Closing Date**". If the Tender Offer Closing Date occurs, as soon as practicable thereafter, the Company intends to cause BidCo to merge (the "**Merger**") with and into the Target, with the Target surviving such Merger as a wholly-owned subsidiary of the Company, and in furtherance of the foregoing, the Company and BidCo shall use all commercially reasonable efforts to take or cause to be taken all corporate, stockholder and other action necessary to cause the Merger to occur, including, without limitation, the completion of the purchase of the Preferred Shares in accordance with the Shareholder Agreement. As used herein, "**Merger Closing Date**" shall mean the date of the consummation of the Merger. The Merger shall be consummated pursuant to a transaction agreement in form and substance reasonably satisfactory to the Arranger (the "**Acquisition Agreement**") among Company, BidCo and the Target. In connection with the Tender Offer, if the stockholders of the Target that constitute a sufficient percentage of the then-outstanding shares (when aggregated with the percentage of the then-outstanding shares consisting of the Preferred Shares purchased by BidCo pursuant to the Acquisition Documents) necessary to complete a "short-form merger" under Delaware state law shall have validly tendered and not withdrawn their shares as of the Tender Offer Closing Date, the Merger shall be consummated substantially concurrently with the initial funding (or release from escrow) of the Incremental Term Loan or the New Credit Facilities, as applicable. Otherwise, the Merger shall occur after the New Closing Date substantially concurrently with the final release of funds from the Incremental Term Loan Escrow Account (as defined in Annex C-1) or the New Credit Facilities Escrow Account (as defined in Annex C-2), as applicable.

In connection with the Acquisition, (i) the Company shall obtain the Incremental Term Loan or the New Credit Facilities, as applicable, in order to finance the consideration for the Acquisition, including, without limitation, the purchase of the Preferred Shares (such consideration, the **"Acquisition Consideration"**), which consideration shall not exceed $275 million (such amount, the **"Maximum Consideration"**), (ii) (A) all indebtedness of the Acquired Business shall be repaid in full (and all commitments thereunder terminated and security interests released) and (B) solely to the extent that the New Credit Facilities are effected, all indebtedness outstanding under the Existing Credit Agreement shall be repaid in full on the New Closing Date (and all commitments thereunder terminated and security interests released) and (iii) all fees and expenses incurred in connection with the foregoing (the **"Transaction Costs"**) will be paid. The transactions described under this paragraph are collectively referred to herein as the "**Transactions**".

ANNEX C-1

ACI Worldwide, Inc.

Summary of the Incremental Term Loan

*This Summary of the Incremental Term Loan (this **"Incremental Term Loan Term Sheet"**) outlines certain terms of the Incremental Term Loan referred to in the Commitment Letter, of which this Annex C-1 is a part. Except as expressly provided herein, capitalized terms used herein but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Incremental Term Loan Term Sheet is attached, and if not defined in the Commitment Letter, the meanings assigned thereto in the Existing Credit Agreement.*

Borrower:	ACI Worldwide, Inc., a Delaware corporation (the "**Borrower**").
Guarantors:	Each of the Borrower's material existing and subsequently acquired or organized domestic direct and indirect subsidiaries (including, without limitation, BidCo and the Acquired Business (collectively, the **"Guarantors"**)) will guarantee (the **"Guarantee"**) all obligations under the Incremental Term Loan.
Incremental Term Loan Availability:	A term loan in an aggregate principal amount of $300 million (the **"Incremental Term Loan"**), to be effected pursuant to Section 2.8 of the Existing Credit Agreement, available to the Borrower in a single draw on the New Closing Date (or to the extent the New Closing Date is before the Tender Offer Closing Date, the Tender Offer Closing Date or such earlier date as requested by the Borrower). If the Merger shall occur after the Tender Offer Closing Date, to the extent that the proceeds of the Incremental Term Loan funded on the Tender Offer Closing Date exceed an amount equal to the sum of (A) the portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing Date, (B) the portion of the Acquisition Consideration that is required to be paid under the Acquisition Documents in respect of the Preferred Shares purchased by BidCo, (C) the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (D) the amount necessary to refinance all existing indebtedness of the Acquired Business to be refinanced on the Tender Offer Closing Date and (E) all fees, commissions and expenses payable on or prior to the Tender Offer Closing Date in connection with the Incremental Term Loan, the excess proceeds of the Incremental Term Loan shall be funded directly into a blocked account of the Borrower held at the Administrative Agent, which account shall be subject to a perfected first priority security interest to secure the obligations of the Borrower in respect of the Incremental Term Loan pursuant to arrangements and documentation (including, without limitation, a control agreement and escrow terms and conditions) in form and substance reasonably satisfactory to the Administrative Agent (the **"Incremental Term Loan**

Escrow Account"). Funds in the Incremental Term Loan Escrow Account shall be released solely (i) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration then due and payable in connection with any Subsequent Offering Period (as defined in the Acquisition Agreement) or the Tender Offer (in any case where the initial funding of the Incremental Term Loan occurs prior to the Tender Offer Closing Date), (ii) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration, Transaction Costs and fees, costs and expenses arising in connection with the Merger or (iii) to the Administrative Agent to fund repayments or prepayments under the Incremental Term Loan, including upon the Incremental Term Loan becoming due and payable prior to scheduled maturity. To the extent mutually agreed by the Arranger and the Borrower, the arrangements in this paragraph may be effected by restructuring the Incremental Term Loan as a delayed draw term facility of two or more draws with amounts that otherwise would have been paid into the Incremental Term Loan Escrow Account available to be borrowed thereunder following the Tender Offer Closing Date on the same terms as the release of proceeds from the Incremental Term Loan Escrow Account, and with unused fees on such unused portion in an amount equal to the rate of the Incremental Term Loan Unused Fee (as defined below). Notwithstanding the foregoing, any amount of the Incremental Term Loan that is requested by the Borrower before the Tender Offer Closing Date shall be funded in full into the Incremental Term Loan Escrow Account.

Purpose/Use of Proceeds: The proceeds of the Incremental Term Loan will be used as follows:

(a) Prior to the Tender Offer Closing Date: Proceeds of the Incremental Term Loan funded on or prior to the Tender Offer Closing Date will be used on the Tender Offer Closing Date to (i) finance that portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing Date, (ii) finance that portion of the Acquisition Consideration that is required to be paid under the Acquisition Documents in respect of the Preferred Shares purchased by BidCo, (iii) finance the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (iv) refinance all existing indebtedness of the Acquired Business (except to the extent permitted to remain outstanding under Existing Credit Agreement and the other Incremental Loan Documents) and (v) finance the payment of all fees, commissions and expenses payable in connection with the Incremental Term Loan (with the remainder of such proceeds, if applicable, to be funded into the Incremental Term Loan Escrow Account).

(b) Incremental Term Loan Escrow Account: If applicable, proceeds of the Incremental Term Loan deposited into the Incremental Term Loan Escrow Account will be used as described in the section above entitled "Incremental Term Loan Availability".

Sole Lead Arranger and Sole Bookrunner: Wells Fargo Securities, LLC (**"Wells Fargo Securities"**) will act as sole lead arranger and sole bookrunner (in such capacity, the **"Arranger"**).

Administrative Agent: Wells Fargo Bank, National Association (**"Wells Fargo Bank"** and, in its capacity as Administrative Agent, the "**Administrative Agent**").

Lenders: A syndicate of other financial institutions (each, an **"Incremental Lender"** and, collectively, the **"Incremental Lenders"**).

Incremental Facility: After the Merger Closing Date, and on or before the Revolving Credit Maturity Date and the Term Loan Maturity Date (each as defined in the Existing Credit Agreement), the Borrower will have the right, but not the obligation, to incur an incremental term loan facility or increase the Revolving Credit Facility (each, an "**Incremental Facility**") in an aggregate principal amount for all Incremental Facilities requested and incurred after the Merger Closing Date not to exceed $75 million under terms and conditions to be determined; *provided* that (i) no event of default or default exists or would exist after giving effect thereto, (ii) all financial covenants would be satisfied on a pro forma basis on the date of incurrence and for the most recent determination period, after giving effect to such Incremental Facility (in each case assuming the entire applicable Incremental Facility is funded on the effective date thereof), (iii) if such Incremental Facility is a term loan facility (a) the yield applicable to the Incremental Facility will not be more than 0.50% higher than the corresponding yield for the existing Delayed Draw Term Loan, the Incremental Term Loan or any prior Incremental Facility that is a term loan facility, unless the interest rate margins with respect to the existing Delayed Draw Term Loan, the Incremental Term Loan and/or each such prior Incremental Facility, as applicable, are increased by an amount equal to the difference between the yield with respect to the Incremental Facility minus 0.50% and the corresponding yield on each of the existing Delayed Draw Term Loan, the Incremental Term Loan and each such prior Incremental Facility (provided that, (1) with respect to the Delayed Draw Term Loan, this clause (iii)(a) shall not apply to any proposed Incremental Facility that has (A) a weighted average life to maturity that is longer than the remaining average life to maturity of the Delayed Draw Term Loan and (B) a final maturity that is at least 1 year after the date specified in clause (a) of the definition of Revolving Credit Maturity Date in the Existing Credit Agreement and (2) with respect to the Incremental Term Loan, this clause (iii)(a) shall not apply to any proposed Incremental Facility that has (A) a weighted average life to maturity that is longer than the remaining average life

to maturity of the Incremental Term Loan and (B) a final maturity that is at least 1 year after the final maturity date of the Incremental Term Loan), (b) the maturity date applicable to the Incremental Facility will not be earlier than the latest maturity date of the existing Revolving Credit Facility, the existing Term Loan Facility or the Incremental Term Loan (or any portion thereof), (c) the weighted average life to maturity of the Incremental Facility shall not be less than the weighted average life of the existing Term Loan Facility or the Incremental Term Loan (or any portion thereof) and (d) all other terms of the Incremental Facility, if not consistent with the terms of the existing Term Loan Facility, must be reasonably acceptable to the Administrative Agent, and (iv) if such Incremental Facility is a revolving facility, such Incremental Facility will be documented solely as an increase to the commitments with respect to the Revolving Credit Facility, without any change in terms. Such Incremental Facilities will be provided by existing Lenders or other persons who become Lenders in connection therewith; *provided* that no existing Lender will be obligated to provide any portion of the Incremental Facilities.

Closing Date; Funding Demand: The date on which the Incremental Term Loan is effective (the "**New Closing Date**"). Notwithstanding anything to the contrary in this Commitment Letter, no later than five (5) business days following written notice by the Administrative Agent (the "**Funding Demand**") to the Borrower, which Funding Demand may be served no earlier than 90 calendar days after the date of the Original Commitment Letter, the Borrower shall, notwithstanding that the Tender Offer Closing Date has not yet occurred or the Acquisition consummated, deliver an irrevocable notice of borrowing (which shall authorize and direct the Administrative Agent to pay all proceeds of the unfunded portion of the Incremental Term Loan into the Incremental Term Loan Escrow Account to be disbursed as set forth herein) and use commercially reasonable efforts to satisfy all other conditions precedent.

Final Maturity: The final maturity of the Incremental Term Loan will occur on November 10, 2016.

Amortization: The outstanding principal amount of the Incremental Term Loan will be payable as follows:

Fiscal Quarter	Principal Installment
June 30, 2013	$5,625,000
September 30, 2013	$5,625,000
December 31, 2013	$9,375,000
March 31, 2014	$9,375,000
June 30, 2014	$9,375,000
September 30, 2014	$9,375,000
December 31, 2014	$11,250,000

March 31, 2015	$11,250,000
June 30, 2015	$11,250,000
September 30, 2015	$11,250,000
December 31, 2015	$11,250,000
March 31, 2016	$11,250,000
June 30, 2016	$11,250,000
At maturity	All remaining outstanding principal amounts of the Incremental Term Loan

Any amortization payments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account.

Interest Rates: All amounts outstanding under the Incremental Term Loan will bear interest, at the Borrower's option, at a rate *per annum* equal to (a) the Base Rate plus the Applicable Margin (as defined below) or (b) the LIBOR Rate plus the Applicable Margin.

Beginning on the Calculation Date occurring after the date on which the Borrower delivers to the Lenders financial statements for the second full fiscal quarter after the initial funding of the Incremental Term Loan, the applicable margin for the Incremental Term Loan (the "**Applicable Margin**") will be determined by the pricing grid below based on the Consolidated Total Leverage Ratio; *provided* that prior to the Calculation Date after the Borrower delivers to the Lenders financial statements for the second full fiscal quarter after the initial funding of the Incremental Term Loan, the Applicable Margin shall not be less than the rate *per annum* set forth in Level II:

	Consolidated Total Leverage Ratio	Base Rate Loans	Eurodollar Rate Loans
Level I	[3]3.25:1.00	1.50%	2.50%
Level II	[3]2.75:1.00 and <3.25:1.00	1.25%	2.25%
Level III	[3]2.00:1.00 and <2.75:1.00	1.00%	2.00%
Level IV	[3]1.00:1.00 and <2.00:1.00	0.75%	1.75%
Level V	<1.00:1.00	0.50%	1.50%

Funding Protection: Substantially similar to the Existing Credit Agreement.

Incremental Term Loan Unused Fee:	An unused fee (the **"Incremental Term Loan Unused Fee"**) will accrue on the unused amounts of the Incremental Term Loan, with exclusions for Defaulting Lenders, during the period from the New Closing Date through but excluding the date on which the Incremental Term Loan is fully funded, including pursuant to a Funding Demand (the **"Incremental Unused Fee Termination Date"**). The Incremental Term Loan Unused Fee will be at a rate of 0.50% per annum. All accrued Incremental Term Loan Unused Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) and on the Incremental Unused Fee Termination Date and shall be for the account of the Incremental Lenders (excluding any Defaulting Lenders) making the Incremental Term Loan and will accrue from the New Closing Date.
Voluntary Prepayments:	Substantially similar to the Existing Credit Agreement; *provided* that any voluntary prepayments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account.
Mandatory Prepayments:	Substantially similar to the Existing Credit Agreement; *provided* that (i) all amounts remaining in the Incremental Term Loan Escrow Account at 5:00 p.m. (Eastern) on the date that is six months after the New Closing Date shall be released to the Administrative Agent for the account of the Incremental Lenders and (ii) any mandatory prepayments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account.
Security:	Substantially similar to the Existing Credit Agreement (which security shall include, for the avoidance of doubt, all cash held in the Incremental Term Loan Escrow Account (which shall be subject to a control agreement reasonably satisfactory to the Administrative Agent)).
Representations and Warranties:	Substantially similar to the Existing Credit Agreement.
Covenants:	The definitive Incremental Loan Documents will contain the following financial, affirmative and negative covenants by the Borrower (with respect to the Borrower and its subsidiaries (including the Acquired Business)):
—financial covenants:	1. A minimum Consolidated Total Fixed Charge Coverage Ratio – TBD. 2. A maximum Consolidated Total Leverage Ratio – TBD.

	The financial covenants shall be calculated in a manner substantially similar to the calculations of the corresponding financial covenants in the Existing Credit Agreement.
- affirmative covenants:	Substantially similar to the Existing Credit Agreement, but in the event that the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, to include compliance with material obligations under the Acquisition Documents, including, without limitation, prompt settlement in respect of Shares accepted for payment under the Tender Offer; in the event the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, consummation of the Tender Offer Closing Date or the Merger Closing Date, as applicable, concurrently with the release of proceeds of the Incremental Term Loan from the Incremental Term Loan Escrow Account, in accordance with all applicable laws, this Commitment Letter and the Acquisition Documents; and following the Tender Offer Closing Date, the Borrower and BidCo shall use all commercially reasonable efforts to take or cause to be taken all corporate, stockholder and other action necessary to cause the Merger Closing Date to occur as soon as practicable thereafter.
- negative covenants:	Substantially similar to the Existing Credit Agreement.
Conditions Precedent to Closing and Funding:	The several obligations of the Incremental Lenders to (i) close the Incremental Term Loan and (ii) make, or cause one of their respective affiliates to make, the Incremental Term Loan will be subject only to (a) the conditions precedent referred to in the Commitment Letter and (b) the conditions set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter.
Conditions Precedent to Final Release of Funds and Extensions of Credit in Connection with Merger:	In addition to the conditions set forth in the section entitled “Conditions Precedent to Closing and Funding” (including, without limitation, those set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter), the final release of funds from the Incremental Term Loan Escrow Account (other than in connection with a repayment or prepayment of the Incremental Term Loan or in connection with the acceptance of Shares during a Subsequent Offering Period (as defined in the Acquisition Agreement)) will be subject to the following additional conditions: 1. Acquisition. The Acquisition shall be consummated substantially concurrently with the final release of funds from the Incremental Term Loan Escrow Account and in accordance with the terms of the Existing Credit Agreement, including without limitation, Section 11.3 and the definition of “Permitted Acquisition” in the Existing Credit Agreement and the Acquisition Documents, without giving effect to any

amendments, modifications or waivers to the Acquisition Documents that are materially adverse to the interests of the Incremental Lenders (as reasonably determined by the Arranger, it being understood that, without limitation, any change in the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration), the third party beneficiary rights (if any) applicable to the Arranger and the Incremental Lenders or the governing law shall, in each case, be deemed to be materially adverse to the interests of the Incremental Lenders) unless approved by the Arranger.

2. Borrowing. Each of the conditions set forth in Section 6.3 (other than clause (c) thereof) of the Existing Credit Agreement shall be satisfied.

3. Joinder. After giving effect to the Acquisition, the Target shall be a wholly-owned subsidiary of the Borrower, and to the extent not completed on the New Closing Date, the Target and its domestic subsidiaries shall become Guarantors and shall have executed and delivered customary joinder documentation with respect to the Incremental Loan Documents in accordance with the terms of the Existing Credit Agreement.

4. Escrow Notice. In connection with any releases of funds from the Incremental Term Loan Escrow Account, the Administrative Agent shall have received prior written notice of release of funds from the Incremental Term Loan Escrow Account.

Conditions Precedent to Release of Funds in Connection with Subsequent Offering Periods under the Acquisition Agreement:

In addition to the conditions set forth in the section entitled “Conditions Precedent to Closing and Funding” (including, without limitation, those set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter), the release of funds from the Incremental Term Loan Escrow Account in connection with the acceptance of tendered Shares during any Subsequent Offering Period under the Acquisition Agreement will be subject to the following additional conditions: (i) prior written notice of release of funds from the Incremental Term Loan Escrow Account, (ii) the accuracy of representations and warranties under the Existing Credit Agreement and the other Incremental Loan Documents, (iii) prior to and after giving effect to the funding of such release of funds from the Incremental Term Loan Escrow Account, the absence of any default or event of default under the Existing Credit Agreement and the other Incremental Loan Documents and (iv) receipt by the Administrative Agent of evidence satisfactory to it that such release of funds and the use of such funds shall be in full compliance

	with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.
Counsel to the Arranger and Administrative Agent:	McGuireWoods LLP.

The foregoing is intended to summarize certain basic terms of the Incremental Term Loan. It is not intended to be a definitive list of all of the requirements of the Incremental Lenders in connection with the Incremental Term Loan.

SCHEDULE 1 TO ANNEX C-1

ACI WORLDWIDE, INC.

Summary of Conditions Precedent to the Closing and Initial Funding of the Incremental Term Loan

This Summary of Conditions Precedent outlines certain of the conditions precedent to the Incremental Term Loan referred to in the Commitment Letter, of which this Schedule 1 to Annex C-1 is a part. Except as expressly provided herein, capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Schedule 1 to Annex C-1 is attached, and if not defined in the Commitment Letter, the meaning assigned thereto in the Existing Credit Agreement.

The closing and funding of the Incremental Term Loan shall occur in accordance with the terms and subject to the conditions set forth in Section 2.8 of the Existing Credit Agreement and shall be subject to the following conditions:

1. Concurrent Transactions: As a condition to the funding of the Incremental Term Loan, (i) the terms and conditions of the applicable Acquisition Documents (including, without limitation, the terms and conditions of the Tender Offer Documents) will be reasonably satisfactory to the Arranger (it being understood and agreed that the draft Acquisition Agreement and Shareholder Agreement provided to the Arranger by Jones Day at 6:31 p.m. (Eastern) on January 30, 2013 are deemed to be satisfactory) and (ii) there will not exist (pro forma for the Acquisition and the financing thereof) any Default or Event of Default under any of the Incremental Loan Documents, or under any other material indebtedness of the Borrower or its subsidiaries. BidCo shall (a) substantially concurrently with the initial funding of the Incremental Term Loan, purchase all of the Preferred Shares and (b) have accepted for payment, pursuant to the Tender Offer, Shares that, when aggregated with the Preferred Shares purchased by BidCo, represent at least a majority (calculated on a fully-diluted basis) of the then issued and outstanding shares of the Acquired Business and not less than a majority (calculated on a fully-diluted basis) of the voting power of the then issued and outstanding shares of the Acquired Business entitled to vote in the election of directors or in shareholder votes generally and the Tender Offer and the purchase of the Preferred Shares shall have been consummated concurrently with the funding of the Incremental Term Loan, in accordance with applicable laws and the applicable Acquisition Documents (including, to the extent applicable, the Tender Offer Documents and the Shareholder Agreement) without amendment or waiver (except to the extent such waiver (including any consent or discretionary determination as to the satisfaction of any condition) is not materially adverse to the Arranger or the Incremental Lenders) or other modification of any of the terms or conditions thereof (including, without limitation, any change in (A) the offer price with respect to the Shares above $4.00 per Share and (B) the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration)). The proceeds from the Incremental Term Loan will be the sole and sufficient sources of funds to consummate the transactions contemplated to occur on the Tender Offer Closing Date, including to refinance certain existing indebtedness of the Acquired Business and to pay the Transaction Costs (and, after the application of proceeds from the Incremental Term Loan, the Acquired Business shall not have any material indebtedness for borrowed money other than the indebtedness under the Incremental Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower).

2. Financial Statements. The Arranger shall have received (i) audited financial statements of the Acquired Business for each of the three fiscal years ended at least 45 days prior to the New Closing Date; (ii) as soon as internal financial statements are available to the Acquired Business, unaudited financial statements for any interim period or periods of the Acquired Business ended after the date of the most recent audited financial statements and more than forty-five (45) days prior to the New Closing Date; (iii) customary pro forma financial statements, in each case meeting the requirements of Regulation S-X for Form S-1 registration statements or otherwise reasonably satisfactory to the Arranger and (iv) projections prepared by management of balance sheets, income statements and cashflow statements, in each case for the period through and including the maturity date of the Incremental Term Loan (it being acknowledged and agreed that such projections were received by the Arranger on Sunday, January 27, 2013).

3. Performance of Obligations. All costs, fees, expenses (including, without limitation, legal fees and expenses, and, if applicable, title premiums, survey charges and recording taxes and fees) and other compensation contemplated by the Commitment Letter and the Fee Letter payable to Wells Fargo Bank, the Arranger, the Administrative Agent and/or the Lenders (including the Incremental Lenders and including all fees payable in connection with the Amendment) shall have been paid to the extent due and the Borrower shall have complied in all material respects with all of its other obligations under the Commitment Letter and the Fee Letter. All loans made by the Incremental Lenders to the Borrower or any of its affiliates on the New Closing Date shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.

4. Customary Closing Documents. The Arranger shall be satisfied that the Borrower has complied with the following other closing conditions: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches, officer's certificates and other documentation required under the Existing Credit Agreement, in each case in form and substance reasonably satisfactory to the Arranger; (ii) confirmation (including customary payoff letters) reasonably satisfactory to the Arranger of repayment in full of all indebtedness of the Acquired Business (other than indebtedness under the Incremental Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower), and termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger, (iii) evidence of authority; (iv) obtaining approval of the Board of Directors of the Acquired Business and material third party and governmental consents necessary in connection with the Acquisition, the related transactions and the financing thereof; (v) delivery of possessory collateral and financing statements sufficient when properly filed to perfect liens, pledges, and mortgages on the collateral securing the Incremental Term Loan; (vi) evidence of insurance; (vii) if applicable, delivery of satisfactory commitments and/or endorsements for title insurance, flood certifications and surveys and (viii) delivery of a solvency certificate from the chief financial officer of the Borrower and each Guarantor in form and substance, and with supporting documentation, reasonably satisfactory to the Arranger. The Arranger will have received at least 5 business days prior to the New Closing Date all documentation and other information required by bank regulatory authorities under applicable **"**know-your-customer**"** and anti-money laundering rules and regulations, including the Patriot Act.

5. Minimum Liquidity/Minimum Revolving Credit Facility Availability. After giving effect to all borrowings on the New Closing Date, the Liquidity Amount (which amount, for the avoidance of doubt, shall not include any amounts in the Incremental Term Loan Escrow Account) shall be at least $50,000,000.

6. Amendment to Existing Credit Agreement. The Existing Credit Agreement shall have been amended to (a) permit the incurrence of an additional $300 million of Incremental Term Loans, (b) modify the financial covenants and restrictions on acquisitions to the extent necessary to permit the financing of the Tender Offer, the purchase of the Preferred Shares and the Acquisition on the terms and conditions set forth in the Commitment Letter and the Incremental Term Loan Term Sheet and (c) unless waived by Wells Fargo Bank in its sole discretion, such other amendments as the Arranger may reasonably deem to be necessary to permit the consummation of the Transactions and to reflect the terms and conditions set forth in the Commitment Letter and the Incremental Term Loan Term Sheet (it being understood and agreed that such amendment shall be effective only upon the satisfaction of the other conditions set forth in the Commitment Letter and this Schedule).

7. Marketing Period. The Arranger shall have been afforded a minimum amount of time as set forth in Section 3 of the Commitment Letter to solicit consents to the Amendment and syndicate the Incremental Term Loan.

Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in this Schedule and the Commitment letter in a timely manner. In the event that each of the conditions set forth above and in the Commitment Letter (other than the conditions related to the Tender Offer or the Acquisition) is satisfied (including, without limitation, clause 7 above), the Incremental Term Loan shall close, it being understood and agreed that the Incremental Term Loan will not be funded and released from the Incremental Term Loan Escrow Account until the satisfaction of the remaining conditions precedent set forth above and the payment of the Incremental Term Loan Unused Fees. At any time after the closing of the Incremental Term Loan, the Borrower may upon written notice to the Administrative Agent, request the funding of the Incremental Term Loan into the Incremental Term Loan Escrow Account, it being acknowledged and agreed that the release of the Incremental Term Loan from the Incremental Term Loan Escrow Account will not occur until the satisfaction or waiver of the conditions set forth in this Schedule and the Commitment Letter. In addition, if the Arranger delivers to the Borrower a Funding Demand the Incremental Term Loan will be funded into the Incremental Term Loan Escrow Account to be released upon satisfaction of each of the conditions precedent set forth in this Schedule and the Commitment Letter and the payment of the Incremental Term Loan Unused Fees.

ANNEX C-2

ACI Worldwide, Inc.

Summary of the New Credit Facilities

*This Summary of the New Credit Facilities (this **"New Credit Facilities Term Sheet")** outlines certain terms of the New Credit Facilities referred to in the Commitment Letter, of which this Annex C-2 is a part. Except as expressly provided herein, capitalized terms used herein but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this New Credit Facilities Term Sheet is attached, and if not defined in the Commitment Letter, the meanings assigned thereto in the Existing Credit Agreement.*

Borrower:	ACI Worldwide, Inc., a Delaware corporation (the "**Borrower**").
Guarantors:	Each of the Borrower's material existing and subsequently acquired or organized domestic direct and indirect subsidiaries (including, without limitation, BidCo and the Acquired Business (collectively, the **"Guarantors"**)) will guarantee (the **"Guarantee"**) all obligations under the New Credit Facilities (as defined below), all interest rate and/or other hedging obligations of the Borrower or any Guarantor owed to the Administrative Agent, the Arranger, any Lender or any affiliate of the Administrative Agent, the Arranger or any Lender (the "**Hedging Obligations**") and any treasury management arrangements of the Borrower or any Guarantor owed to the Administrative Agent, the Arranger, any Lender or any affiliate of the Administrative Agent, the Arranger or any Lender (the "**Cash Management Obligations**").
New Credit Facilities:	$750 million of bank financing (the **"New Credit Facilities"**) to include: (i) a $600 million senior secured term loan (the **"New Term Facility"**); and (ii) a $150 million senior secured revolving credit facility (the **"New Revolving Facility"**).
New Term Facility Availability:	The New Term Facility will be available to the Borrower in a single draw on the New Closing Date (or to the extent the New Closing Date is before the Tender Offer Closing Date, the Tender Offer Closing Date or such earlier date as requested by the Borrower). If the Merger shall occur after the Tender Offer Closing Date, to the extent that the proceeds of the New Term Facility funded on Tender Offer Closing Date, when combined with the proceeds of the New Revolving Facility that is funded in connection with the Tender Offer on the Tender Offer Closing Date, exceed an amount equal to the sum of (A) the portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing

Date, (B) the portion of the Acquisition Consideration that is required to be paid under the Acquisition Documents in respect of the Preferred Shares purchased by BidCo, (C) the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (D) the amount necessary to refinance all outstanding indebtedness under the Existing Credit Agreement, (E) the amount necessary to refinance all existing indebtedness of the Acquired Business to be refinanced on the Tender Offer Closing Date and (F) all fees, commissions and expenses payable on or prior to the Tender Offer Closing Date in connection with the New Credit Facilities, the excess proceeds of the New Term Facility shall be funded directly into a blocked account of the Borrower held at the Administrative Agent, which account shall be subject to a perfected first priority security interest to secure the obligations of the Borrower in respect of the New Credit Facilities pursuant to arrangements and documentation (including, without limitation, a control agreement and escrow terms and conditions) in form and substance reasonably satisfactory to the Administrative Agent (the **"New Credit Facilities Escrow Account"**). Funds in the New Credit Facilities Escrow Account shall be released solely (i) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration then due and payable in connection with any Subsequent Offering Period (as defined in the Acquisition Agreement) or the Tender Offer (in any case where the New Term Facility funding (other than amounts used to fund the refinancing of the Existing Credit Agreement) occurs prior to the Tender Offer Closing Date), (ii) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration, Transaction Costs and fees, costs and expenses arising in connection with the Merger or (iii) to the Administrative Agent to fund repayments or prepayments under the New Credit Facilities, including upon the New Credit Facilities becoming due and payable prior to scheduled maturity. Notwithstanding the foregoing, any amount of the New Term Facility that is requested by the Borrower before the Tender Offer Closing Date shall, after giving effect to the amount thereof used to repay amounts owing under the Existing Credit Agreement, be funded into the New Credit Facilities Escrow Account.

Purpose/Use of Proceeds: The proceeds of the New Term Facility will be used as follows:

(a) Prior to the Tender Offer Closing Date: Proceeds of the New Term Facility funded on or prior to the Tender Offer Closing Date will be used on (i) the New Closing Date to refinance the Existing Credit Agreement and (ii) on the Tender Offer Closing Date to (A) finance that portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing Date, (B) finance that portion of the Acquisition Consideration that is required to be paid under the Acquisition Documents in respect of

the Preferred Shares purchased by BidCo, (C) finance the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (D) refinance all existing indebtedness of the Acquired Business (except to the extent permitted to remain outstanding under the New Credit Facilities Loan Documents) and (E) finance the payment of all fees, commissions and expenses in connection with the New Credit Facilities (with the remainder of such proceeds, if applicable, to be funded into the New Credit Facilities Escrow Account).

(b) New Credit Facilities Escrow Account: If applicable, proceeds of the New Term Facility deposited into the New Credit Facilities Escrow Account will be used as described in the section above entitled "New Term Facility Availability".

The proceeds of the New Revolving Facility will be used (i) on the New Closing Date, to refinance the Borrower's Existing Credit Agreement and (ii) after the New Closing Date, (A) for general corporate purposes of the Borrower and its Subsidiaries, including, without limitation, working capital, capital expenditures in the ordinary course of business and Permitted Acquisitions, and (B) to the extent the proceeds in the New Credit Facilities Escrow Account are less than the Acquisition Consideration that is required to be paid on the Merger Closing Date plus Transaction Costs, to fund the remaining portion of the Acquisition Consideration and the Transaction Costs.

Sole Lead Arranger and Sole Bookrunner: Wells Fargo Securities, LLC (**"Wells Fargo Securities"**) will act as sole lead arranger and sole bookrunner (in such capacity, the **"Arranger"**).

Administrative Agent, Swingline Lender and Issuing Lender: Wells Fargo Bank, National Association (**"Wells Fargo Bank"** and, in its capacity as Administrative Agent, the **"Administrative Agent"**, in its capacity as Swingline Lender, the **"Swingline Lender"**, and in its capacity as Issuing Lender, the **"Issuing Lender"**).

Lenders: Wells Fargo Bank and a syndicate of other financial institutions (each, a **"New Facility Lender"** and, collectively, the **"New Facility Lenders"**).

Incremental Facility: After the Merger Closing Date, and on or before the New Revolving Facility Maturity Date and the New Term Facility Maturity Date (each as defined below), the Borrower will have the right, but not the obligation, to incur an incremental term loan facility or increase the New Revolving Facility (each, an "**Incremental Facility**") in an aggregate principal amount for all Incremental Facilities requested and incurred after the Merger Closing Date not to exceed

$150 million under terms and conditions to be determined; *provided* that (i) no event of default or default exists or would exist after giving effect thereto, (ii) all financial covenants would be satisfied on a pro forma basis on the date of incurrence and for the most recent determination period, after giving effect to such Incremental Facility (in each case assuming the entire applicable Incremental Facility is funded on the effective date thereof), (iii) if such Incremental Facility is a term loan facility (a) the yield applicable to the Incremental Facility will not be more than 0.50% higher than the corresponding yield for the New Term Facility or any prior Incremental Facility that is a term loan facility, unless the interest rate margins with respect to the New Term Facility and/or such prior Incremental Facility are increased by an amount equal to the difference between the yield with respect to the Incremental Facility minus 0.50% and the corresponding yield on each of the New Term Facility and each such prior Incremental Facility, (b) the maturity date applicable to the Incremental Facility will not be earlier than the latest maturity date of the New Revolving Facility or the New Term Facility, (c) the weighted average life to maturity of the Incremental Facility shall not be less than the weighted average life of the New Term Facility and (d) all other terms of the Incremental Facility, if not consistent with the terms of the New Term Facility, must be reasonably acceptable to the Administrative Agent, and (iv) if such Incremental Facility is a revolving facility, such Incremental Facility will be documented solely as an increase to the commitments with respect to the New Revolving Facility, without any change in terms. Such Incremental Facilities will be provided by existing New Facility Lenders or other persons who become New Facility Lenders in connection therewith; *provided* that no existing New Facility Lender will be obligated to provide any portion of the Incremental Facilities.

Closing Date; Funding Demand:

The date on which the New Credit Facilities are effective (the "**New Closing Date**"). Notwithstanding anything to the contrary in this Commitment Letter, no later than five (5) business days following written notice by the Administrative Agent (the "**Funding Demand**") to the Borrower, which Funding Demand may be served no earlier than 90 calendar days after the date of the Original Commitment Letter, the Borrower shall, notwithstanding that the Tender Offer Closing Date has not yet occurred or the Acquisition consummated, deliver an irrevocable notice of borrowing (which shall authorize and direct the Administrative Agent to pay all proceeds of any unfunded portion of the New Term Facility into the New Credit Facilities Escrow Account to be disbursed as set forth herein) and use commercially reasonable efforts to satisfy all other conditions precedent.

Final Maturity:	New Term Facility: Sixth anniversary of the New Closing Date (the **"New Term Facility Maturity Date"**). New Revolving Facility: Fifth anniversary of the New Closing Date (the **"New Revolving Facility Maturity Date"**).
Amortization:	The outstanding principal amount of the New Term Facility will be payable in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount of the New Term Facility (with the remainder due and payable on the New Term Facility Maturity Date); *provided* that any amortization payments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account. No amortization will be required with respect to the New Revolving Facility.
Swingline Loans:	At the option of the Swingline Lender, $10,000,000 of the New Revolving Facility may be made available as swing line loans.
Letters of Credit:	$25,000,000 of the New Revolving Facility may be made available for the issuance of letters of credit by the Issuing Lender (**"Letters of Credit"**).
Interest Rates:	All amounts outstanding under the New Credit Facilities will bear interest, at the Borrower's option, at a rate *per annum* equal to (a) the Base Rate plus the Applicable Margin (as defined below) or (b) the reserve adjusted Eurodollar Rate plus the Applicable Margin. The applicable margin for the New Credit Facilities (the "**Applicable Margin**"): (a) with respect to the New Term Facility, will be (i) 2.00% with respect to Base Rate Loans and (ii) 3.00% with respect to Eurodollar Rate Loans; and (b) beginning on the Calculation Date occurring after the date on which the Borrower delivers to the New Facility Lenders financial statements for the second full fiscal quarter after the New Closing Date, with respect to the New Revolving Facility, will be determined by the pricing grid below based on the ratio (calculated in a manner substantially similar to such calculation in the Existing Credit Agreement) of (x) consolidated indebtedness of the Borrower and its subsidiaries as of the date of such financial statements to (y) Consolidated EBITDA as of the date of such financial statements (the **"Leverage Ratio"**); *provided* that prior to the Calculation Date after the Borrower delivers to the New Facility Lenders financial statements for the second full

fiscal quarter after the New Closing Date, the Applicable Margin shall not be less than the rate *per annum* set forth in Level II:

	Leverage Ratio	Base Rate Loans	Eurodollar Rate Loans	Commitment Fee
Level I	[3] 3.25:1.00	1.50%	2.50%	0.50%
Level II	[3] 2.75:1.00 and <3.25:1.00	1.25%	2.25%	0.40%
Level III	[3]2.00:1.00 and <2.75:1.00	1.00%	2.00%	0.35%
Level IV	[3]1.00:1.00 and <2.00:1.00	0.75%	1.75%	0.30%
Level V	< 1.00:1.00	0.50%	1.50%	0.25%

As used herein, the terms **"Base Rate"** and **"reserve adjusted Eurodollar Rate"** will have meanings customary and appropriate for financings of this type, and the basis for calculating accrued interest and the interest periods for loans bearing interest at the reserve adjusted Eurodollar Rate will be customary and appropriate for financings of this type. In no event shall the Base Rate be less than the sum of (i) the one-month reserve adjusted Eurodollar Rate plus (ii) the difference between the applicable stated margin for reserve adjusted Eurodollar Rate loans and the applicable stated margin for Base Rate loans. In no event shall the reserve adjusted Eurodollar Rate with respect to the New Term Facility be less than 1.25%.

After the occurrence and during the continuance of an Event of Default, interest on all amounts then outstanding will accrue at a rate equal to the rate on loans bearing interest at the rate determined by reference to the Base Rate plus an additional two percentage points (2.00%) *per annum* and will be payable on demand.

Interest Payments: Quarterly for loans bearing interest with reference to the Base Rate; except as set forth below, on the last day of selected interest periods (which will be one, two, three and six months) for loans bearing interest with reference to the reserve adjusted Eurodollar Rate (and at the end of every three months, in the case of interest periods of longer than three months); and upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366-day year with respect to certain loans bearing interest with reference to the Base Rate).

Funding Protection:	Customary for transactions of this type, including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions.
New Term Loan Unused Fee:	An unused fee (the **"New Term Loan Unused Fee"**) will accrue on the unused amounts of the New Term Facility, with exclusions for Defaulting Lenders, during the period from the New Closing Date through but excluding the date on which the New Term Facility is fully funded, including pursuant to a Funding Demand (the **"Incremental Unused Fee Termination Date"**). The New Term Loan Unused Fee will be at a rate of 0.50% per annum. All accrued New Term Loan Unused Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) and on the New Term Loan Unused Fee Termination Date and shall be for the account of the New Facility Lenders (excluding any Defaulting Lenders) making the New Term Loan and will accrue from the New Closing Date.
Commitment Fees:	Commitment fees will be payable on the daily average undrawn portion of the New Revolving Facility (reduced by the amount of Letters of Credit issued and outstanding) based upon the Leverage Ratio from time to time as set forth in the pricing grid above and will be payable quarterly in arrears from the New Closing Date; *provided* that prior to the Calculation Date after the date on which the Borrower delivers to New Facility Lenders financial statements for the second full fiscal quarter after the New Closing Date, the commitment fee shall not be less than the percentage set forth in Level II of such pricing grid.
Letters of Credit Fees:	A fee equal to (i) the Applicable Margin then in effect for loans bearing interest at the reserve adjusted Eurodollar Rate made under the New Revolving Facility, times (ii) the average daily maximum aggregate amount available to be drawn under all Letters of Credit, will be payable quarterly in arrears to the New Facility Lenders under the New Revolving Facility. In addition, a fronting fee in an amount equal to the face amount of such Letter of Credit multiplied by one-eighth of one percent (0.125%), *per annum* and payable quarterly in arrears, will be payable to the Issuing Lender, as well as certain customary fees assessed thereby.
Voluntary Prepayments:	The New Term Facility may be prepaid in whole or in part without premium or penalty (other than the Call Premium (as defined below)); *provided* that loans bearing interest with reference to the reserve adjusted Eurodollar Rate will be prepayable only on the last day of the related interest period unless the Borrower pays any related breakage costs; *provided* further that any voluntary prepayments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account. Voluntary prepayments of the New Term Facility will be applied to scheduled amortization payments as directed by the Borrower.

Mandatory Prepayments:

The following mandatory prepayments will be required (subject to certain basket amounts to be negotiated in the definitive New Credit Facilities Loan Documents):

1. Asset Sales: Prepayments in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any property or assets of the Borrower or its subsidiaries (subject to certain exceptions to be determined), other than net cash proceeds of sales or other dispositions of inventory in the ordinary course of business and net cash proceeds that are reinvested in other long-term assets useful in the business of the Borrower and its subsidiaries within one year of receipt thereof.

2. Insurance Proceeds: Prepayments in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of any property or assets of the Borrower or its subsidiaries, other than net cash proceeds that are reinvested in other long-term assets useful in the business of the Borrower and its subsidiaries (or used to replace damaged or destroyed assets) within one year of receipt thereof.

3. Equity Offerings: Prepayments in an amount equal to 50% of the net cash proceeds received from the issuance of equity securities of the Borrower (other than (i) issuances pursuant to employee stock plans and (ii) equity issued in connection with, and in anticipation of, a permitted acquisition).

4. Incurrence of Indebtedness: Prepayments in an amount equal to 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or its subsidiaries (other than indebtedness otherwise permitted under the New Credit Facilities Loan Documents), payable no later than the third business day following the date of receipt.

5. Excess Cash Flow: Prepayments in an amount equal to 50% of Excess Cash Flow, if the Consolidated Total Leverage Ratio is greater than 2.50:1.00.

6. Escrow Funds. Prepayments in an amount equal to the amount on deposit in the New Credit Facilities Escrow Account at 5:00 p.m (Eastern) on the date that is six months after the New Closing Date.

All mandatory prepayments will be applied without penalty or premium (except for breakage costs, if any) and will be applied, first, to the New Term Facility (and applied pro rata to remaining scheduled amortization payments and the payments at final maturity); and,

second, to outstanding loans (without a permanent reduction of commitments) under the New Revolving Facility; *provided* that any mandatory prepayments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account.

Call Premium:

If, on or prior to the first anniversary of the initial funding of the New Term Facility, a Repricing Transaction (as defined below) occurs, the Borrower will pay a premium (the "Call Premium") in an amount equal to 1% of the principal amount of loans under the New Term Facility that are subject to such Repricing Transaction.

As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of loans under the New Term Facility with the proceeds of, or any conversion of loans under the New Term Facility into, any new or replacement indebtedness bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and original issue discount) less than the "effective yield" applicable to the loans under the New Term Facility subject to such event (as such comparative yields are determined by the Administrative Agent) and (b) any amendment to the definitive New Credit Facilities Loan Documents which reduces the "effective yield" applicable to all or a portion of the loans under the New Term Facility (it being understood that any prepayment premium with respect to a Repricing Transaction shall apply to any required assignment by a non-consenting lender in connection with any such amendment pursuant to so-called yank-a-bank provisions).

Security:

The New Credit Facilities, each Guarantee, all Hedging Obligations and all Cash Management Obligations will be secured by first priority security interests in all assets, including without limitation, all personal property of the Borrower and the Guarantors (except as otherwise agreed to by the Arranger) and including, for the avoidance of doubt, all cash held in the New Credit Facilities Escrow Account. In addition, the New Credit Facilities, each Guarantee, all Hedging Obligations and all Cash Management Obligations will be secured by a first priority security interest in 100% of the capital stock of each material domestic subsidiary of the Borrower (including, without limitation, 100% of the capital stock of BidCo), 65% of the capital stock of each material first-tier foreign subsidiary of the Borrower and all intercompany debt. Subject to the Limited Conditionality Provision, all security arrangements relating to the New Credit Facilities, the Guarantees, the Hedging Obligations and the Cash Management Obligations will be in form and substance reasonably satisfactory to the Administrative Agent and the Arranger and will be perfected on the New Closing Date, and shall, without limitation, include a control agreement reasonably satisfactory to the Administrative Agent in respect of the New Credit Facilities Escrow Account.

Representations and Warranties:	Substantially similar to the Existing Credit Agreement.
Covenants:	The definitive New Credit Facilities Loan Documents will contain the following financial, affirmative and negative covenants by the Borrower (with respect to the Borrower and its subsidiaries (including the Acquired Business)):
—financial covenants:	1. A minimum Consolidated Total Fixed Charge Coverage Ratio – TBD. 2. A maximum Consolidated Total Leverage Ratio – TBD. The financial covenants shall be calculated in a manner substantially similar to the calculations of the corresponding financial covenants in the Existing Credit Agreement.
—affirmative covenants:	Substantially similar to the Existing Credit Agreement, but in the event that the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, to include compliance with material obligations under the Acquisition Documents, including, without limitation, prompt settlement in respect of Shares accepted for payment under the Tender Offer; in the event the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, consummation of the Tender Offer Closing Date or the Merger Closing Date, as applicable, concurrently with the release of proceeds of the New Term Facility from the New Credit Facilities Escrow Account, in accordance with all applicable laws, this Commitment Letter and the Acquisition Documents; and following the Tender Offer Closing Date, the Borrower and BidCo shall use all commercially reasonable efforts to take or cause to be taken all corporate, stockholder and other action necessary to cause the Merger Closing Date to occur as soon as practicable thereafter.
—negative covenants:	Substantially similar to the Existing Credit Agreement.
Events of Default:	Substantially similar to the Existing Credit Agreement.
Conditions Precedent to Closing and Funding:	The several obligations of the New Facility Lenders to (i) close the New Credit Facilities and (ii) make, or cause one of their respective affiliates to make, any loans or extensions of credit under the New Credit Facilities will be subject only to (a) the conditions precedent referred to in the Commitment Letter and (b) the conditions set forth in Schedule 1 to Annex C-2 attached to the Commitment Letter.
Conditions Precedent to Final Release of Funds and Extensions of Credit in Connection with Merger:	In addition to the conditions set forth in the section entitled “Conditions Precedent to Closing and Funding” (including, without limitation, those set forth in Schedule 1 to Annex C-2

attached to the Commitment Letter), the final release of funds from the New Credit Facilities Escrow Account (other than in connection with a repayment or prepayment of New Term Facility or in connection with a Subsequent Offering Period (as defined in the Acquisition Agreement) will be subject to the following additional conditions:

1. Acquisition. The Acquisition shall be consummated substantially concurrently with the final release of funds from the New Credit Facilities Escrow Account and in accordance with the New Credit Facilities Loan Documents and the Acquisition Documents, without giving effect to any amendments, modifications or waivers to the Acquisition Documents that are materially adverse to the interests of the New Facility Lenders (as reasonably determined by the Arranger, it being understood that, without limitation, any change in the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration), the third party beneficiary rights (if any) applicable to the Arranger and the New Facility Lenders or the governing law shall, in each case, be deemed to be materially adverse to the interests of the New Facility Lenders) unless approved by the Arranger.

2. Joinder. After giving effect to the Acquisition, the Target shall be a wholly-owned subsidiary of the Borrower, and to the extent not completed on the New Closing Date, the Target and its domestic subsidiaries shall become Guarantors and shall have executed and delivered customary joinder documentation with respect to the New Credit Facilities Loan Documents in accordance with the terms of the Existing Credit Agreement.

3. Escrow Notice. In connection with any releases of funds from the New Credit Facilities Escrow Account, the Administrative Agent shall have received prior written notice of release of funds from the New Credit Facilities Escrow Account.

Conditions Precedent to Release of Funds in Connection with Subsequent Offering Periods under the Acquisition Agreement:

In addition to the conditions set forth in the section entitled “Conditions Precedent to Closing and Funding” (including, without limitation, those set forth in Schedule 1 to Annex C-2 attached to the Commitment Letter), the release of funds from the New Credit Facilities Escrow Account in connection with the acceptance of tendered Shares during any Subsequent Offering Period under the Acquisition Agreement will be subject to the following additional conditions: (i) prior written notice of release of funds from the New Credit Facilities Escrow

	Account, (ii) the accuracy of representations and warranties under the New Credit Facilities Loan Documents, (iii) prior to and after giving effect to the funding of such release of funds from the New Credit Facilities Escrow Account, the absence of any default or event of default under the New Credit Facilities Loan Documents and (iv) receipt by the Administrative Agent of evidence satisfactory to it that such release of funds and the use of such funds shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.
Conditions Precedent to all Extensions of Credit:	The several obligations of the New Facility Lenders to make, or cause one of their respective affiliates to make, any extension of credit under the New Credit Facilities (including the release of funds from the New Credit Facilities Escrow Account) will be subject to the following additional conditions: (i) prior written notice of borrowing, as applicable, (ii) the accuracy of representations and warranties (subject, in the case of the initial funding on the New Closing Date, to the Limited Conditionality Provision) under the New Credit Facilities Loan Documents, and (iii) prior to and after giving effect to the funding of such extension of credit (including release of funds from the New Credit Facilities Escrow Account) after the initial extensions of credit on the New Closing Date, the absence of any default or event of default under the New Credit Facilities Loan Documents.
Assignments and Participations:	The New Facility Lenders may assign all or, in an amount of not less than (x) $1.0 million with respect to the New Term Facility and (y) $2.5 million with respect to the New Revolving Facility, any part of their respective shares of the New Credit Facilities to their affiliates (other than natural persons) or one or more banks, financial institutions or other entities that are eligible assignees (to be defined in the New Credit Facilities Loan Documents) which, except in the case of assignments made by or to Wells Fargo, are reasonably acceptable to the Administrative Agent and (except during the existence of a Default or an Event of Default) the Borrower, each such consent not to be unreasonably withheld or delayed; ***provided*** that such consent shall be deemed to have been given if the Borrower has not responded within ten (10) business days of a request for such consent. Upon such assignment, such affiliate, bank, financial institution or entity will become a New Facility Lender for all purposes under the New Credit Facilities Loan Documents; ***provided*** that assignments made to affiliates and other New Facility Lenders will not be subject to the above described consent or minimum assignment amount requirements. A $3,500 processing fee will be required in connection with any such assignment. The New Facility Lenders will also have the right to sell participations, subject to customary limitations on voting rights, in their respective shares of the New Credit Facilities.

Requisite Lenders:	Amendments and waivers will require the approval of New Facility Lenders holding more than 50% of total commitments or exposure under the New Credit Facilities, except that (x) any amendment that would disproportionately affect the obligation of the Borrower to make payment of the loans under the New Revolving Facility or the New Term Facility will not be effective without the approval of holders of more than 50% of such class of loans and (y) with respect to matters relating to the interest rates, maturity, amortization, certain collateral issues and the definition of Requisite Lenders, consent of each New Facility Lender directly and adversely affected thereby shall also be required.
Taxes:	The New Credit Facilities will provide that all payments are to be made free and clear of any taxes (other than franchise taxes and taxes on overall net income), imposts, assessments, withholdings or other deductions whatsoever. New Facility Lenders will furnish to the Administrative Agent appropriate certificates or other evidence of exemption from U.S. federal tax withholding.
Indemnity:	The New Credit Facilities will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent and the New Facility Lenders.
Governing Law and Jurisdiction:	The New Credit Facilities will provide that the Borrower will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York (except to the extent the Administrative Agent requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment) and will waive any right to trial by jury. New York law will govern the New Credit Facilities Loan Documents, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.
Counsel to the Arranger and Administrative Agent:	McGuireWoods LLP.

SCHEDULE 1 TO ANNEX C-2

ACI WORLDWIDE, INC.

Summary of Conditions Precedent to the Closing and Initial Funding of the New Credit Facilities

This Summary of Conditions Precedent outlines certain of the conditions precedent to the New Term Credit Facilities referred to in the Commitment Letter, of which this Schedule 1 to Annex C-2 is a part. Except as expressly provided herein, capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Schedule 1 to Annex C-2 is attached, and if not defined in the Commitment Letter, the meaning assigned thereto in the Existing Credit Agreement.

The closing and funding of the New Credit Facilities shall occur in accordance with the terms of Annex C-2 and subject to the following conditions:

1. Concurrent Transactions: As a condition to the funding of the New Credit Facilities (or in the case of a Funding Demand, the release of funds from the New Credit Facilities Escrow Account), the terms and conditions of the applicable Acquisition Documents (including, without limitation, the terms and conditions of the Tender Offer Documents) will be reasonably satisfactory to the Arranger (it being understood and agreed that the draft Acquisition Agreement and Shareholder Agreement provided to the Arranger by Jones Day at 6:31 p.m. (Eastern) on January 30, 2013 are deemed to be satisfactory) and the Specified Purchase Agreement Representations shall be true and correct. BidCo shall (a) substantially concurrently with the initial funding under the New Credit Facilities, purchase all of the Preferred Shares and (b) have accepted for payment, pursuant to the Tender Offer, Shares that, when aggregated with the Preferred Shares purchased by BidCo, represent at least a majority (calculated on a fully-diluted basis) of the then issued and outstanding shares of the Acquired Business and not less than a majority (calculated on a fully-diluted basis) of the voting power of the then issued and outstanding shares of the Acquired Business entitled to vote in the election of directors or in shareholder votes generally and the Tender Offer and the purchase of the Preferred Shares shall have been consummated concurrently with the funding of the New Term Facility, in accordance with applicable laws and the applicable Acquisition Documents (including, to the extent applicable, the Tender Offer Documents and the Shareholder Agreement) without amendment or waiver (except to the extent such waiver (including any consent or discretionary determination as to the satisfaction of any condition) is not materially adverse to the Arranger or the New Facility Lenders) or other modification of any of the terms or conditions thereof (including, without limitation, any change in (A) the offer price with respect to the Shares above $4.00 per Share and (B) the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration)). The proceeds from the New Term Facility will be the sole and sufficient sources of funds to consummate the transactions contemplated to occur on the Tender Offer Closing Date, including to refinance certain existing indebtedness of the Acquired Business and to pay the Transaction Costs (and, after the application of proceeds from the New Term Facility, the Acquired Business shall not have any material indebtedness for borrowed money other than the indebtedness under the New Credit Facilities Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower). The Arranger shall have received evidence (including customary payoff letters) reasonably satisfactory to the Arranger of the repayment in full of all indebtedness of the Acquired Business (other than indebtedness under the New Credit Facilities Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower), and termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger.

2. Financial Statements. The Arranger shall have received (i) audited financial statements of the Acquired Business for each of the three fiscal years ended at least 45 days prior to the New Closing Date; (ii) as soon as internal financial statements are available to the Acquired Business, unaudited financial statements for any interim period or periods of the Acquired Business ended after the date of the most recent audited financial statements and more than forty-five (45) days prior to the New Closing Date; (iii) customary pro forma financial statements, in each case meeting the requirements of Regulation S-X for Form S-1 registration statements or otherwise reasonably satisfactory to the Arranger and (iv) projections prepared by management of balance sheets, income statements and cashflow statements, in each case for the period through and including the maturity date of the New Credit Facilities (it being acknowledged and agreed that such projections were received by the Arranger on Sunday, January 27, 2013).

3. Performance of Obligations. All costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letter payable to Wells Fargo Bank, the Arranger, the Administrative Agent and/or the New Facility Lenders shall have been paid to the extent due and the Borrower shall have complied in all material respects with all of its other obligations under the Commitment Letter and the Fee Letter. All loans made by the New Facility Lenders to the Borrower or any of its affiliates on the New Closing Date shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.

4. Customary Closing Documents. The Arranger shall be satisfied that the Borrower has complied with the following other closing conditions: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches and officer's certificates reasonably satisfactory to the Arranger; (ii) confirmation (including customary payoff letters) reasonably satisfactory to the Arranger of (A) repayment in full of all outstanding indebtedness of the Borrower under the Existing Credit Agreement, (B) termination of the Existing Credit Agreement and all commitments relating thereto, and (C) termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger (iii) evidence of authority; (iv) obtaining approval of the Board of Directors of the Acquired Business and material third party and governmental consents necessary in connection with the New Credit Facilities; (v) subject to the Limited Conditionality Provision, delivery of possessory collateral and financing statements sufficient when properly filed to perfect liens and pledges on the collateral securing the New Credit Facilities; (vi) evidence of insurance; and (vii) delivery of a solvency certificate from the chief financial officer of the Borrower and each Guarantor in form and substance, and with supporting documentation, reasonably satisfactory to the Arranger. The Arranger will have received at least 5 business days prior to the New Closing Date all documentation and other information required by bank regulatory authorities under applicable **"**know-your-customer**"** and anti-money laundering rules and regulations, including the Patriot Act.

5. Minimum Liquidity/Minimum Revolving Credit Facility Availability. After giving effect to all borrowings on the New Closing Date, the Liquidity Amount (which amount, for the avoidance of doubt, shall not include any amounts in the New Credit Facilities Escrow Account) shall be at least $50,000,000.

6. Marketing Period. The Arranger shall have been afforded a minimum amount of time as set forth in Section 3 of the Commitment Letter to syndicate the New Credit Facilities.

Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in this Schedule and the Commitment Letter in a timely manner, in the event that each of the conditions set forth above and in the Commitment Letter (other than the conditions related to the Tender Offer or the Acquisition) is satisfied (including, without limitation, clause 6 above), the New Credit Facilities shall close, it being understood and agreed that the New Term Facility (other than the portion thereof that will be used to refinance the Existing Credit Facility) will not be funded and released from the New Credit Facilities Escrow Account until the satisfaction of the remaining conditions precedent set forth above and the payment of the New Term Loan Unused Fees. At any time after the closing of the New Credit Facilities, the Borrower, may upon written notice to the Administrative Agent, request the funding of the New Term Facility into the New Credit Facilities Escrow Account, it being acknowledged and agreed that the release of the New Term Facility from the New Credit Facilities Escrow Account will not occur until the satisfaction or waiver of the conditions set forth in this Schedule and the Commitment Letter. In addition, if the Arranger delivers to the Borrower a Funding Demand, the New Term Facility will be funded into the New Credit Facilities Escrow Account to be released upon satisfaction of each of the conditions precedent set forth in this Schedule and the Commitment Letter and the payment of the New Term Loan Unused Fees.