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
(Amendment No. 2)

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:	$18,644.	Filing Party:	ACI Worldwide, Inc. and Ocelot Acquisition Corp.
Form or Registration No.:	Schedule TO.	Date Filed:	February 8, 2013.

☐ 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 Amendment No. 2 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO (the "Schedule TO") filed with the Securities and Exchange Commission on February 8, 2013, as amended, and is filed by (i) Ocelot Acquisition Corp., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of ACI Worldwide, Inc., a Delaware corporation ("ACI"), and (ii) ACI. The Schedule TO relates to the offer by Purchaser and 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, on 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 were filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements, collectively constitute the "Offer"). The Offer is made pursuant to the Transaction Agreement, dated January 30, 2013, among ACI, Purchaser and ORCC.

The information in the Offer to Purchase and the related Letter of Transmittal is incorporated in this Amendment by reference to all of the applicable items in the Schedule TO, except that such information is amended and supplemented to the extent specifically provided in this Amendment. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Offer to Purchase or in the Schedule TO.

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

Item 11 of the Schedule TO is hereby amended and supplemented as follows:

The information set forth in Section 15 — "Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is hereby amended and supplemented by deleting the first paragraph, and inserting the following paragraph as the first paragraph, under the sub-heading "— Legal Proceedings":

As previously disclosed, three putative class action lawsuits challenging the Offer have been filed in the Court of Chancery of the State of Delaware (the "Court") by purported stock holders of ORCC seeking to represent a class of ORCC common stock holders. These actions were consolidated under the case captioned In re Online Resources Corp. Stockholder Litigation, C.A. No. 8280-VCN (collectively, the "Litigation"). The Litigation names ORCC, its directors, ACI and Purchaser as defendants (the "Defendants").

On February 25, 2013, the parties entered into a memorandum of understanding ("MOU") regarding the settlement of the Litigation, as well as the settlement of all related claims that were or could have been asserted, including claims related to the Offer. After the parties enter into a definitive stipulation of settlement, the proposed settlement will be subject to Court approval. If approved by the Court, it is anticipated that the settlement will result in the dismissal with prejudice of the Litigation and a release of the Defendants from all claims that were or could have been brought challenging any aspect of or otherwise relating to the Offer, the consideration to be received by Shareholders in connection with the Offer, or the disclosures made in connection therewith. Pursuant to the terms of the MOU, ORCC agreed to make available additional information to Shareholders in an amendment to the Schedule 14D-9. The amendment to the Schedule 14D-9 is expected to be filed with the SEC on February 26, 2013 or as soon thereafter as practicable. In addition, the MOU contemplates that plaintiffs' counsel will petition the Court for an award of attorneys' fees and expenses to be paid by ORCC or its successors. There can be no assurance that the Court will approve the settlement. If the settlement is not approved, the MOU will be rendered null and void. The settlement will not affect the consideration to be paid to Shareholders in connection with the Offer.

The Defendants have vigorously denied, and continue to vigorously deny, any breaches of fiduciary duty, aiding and abetting of such breaches or any other wrongdoing or liability with respect to all claims asserted in the Litigation, including that they have committed any violations of law, that they have acted improperly in any way, that they have any liability or owe any damages of any kind to the plaintiffs or the putative class and that any additional disclosures are required under any applicable rule, regulation, statute, or law. The settlement contemplated by the MOU is not, and should not be construed as, an admission of wrongdoing or liability by any defendant. However, to avoid the substantial burden, inconvenience, expense, risk and distraction of continued litigation, to fully and finally resolve the Litigation, and to permit the Offer to proceed without delay, the Defendants agreed to the settlement described above.

Item 12. ***Exhibits.***

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibits:

Exhibit No.	Description
**(a)(5)(I)	Verified Complaint filed on February 13, 2013 in Court of Chancery of the State of Delaware, captioned Ilya Pichkhadze v. Joseph L. Cowan, et al. (Case No. 8311).
**(a)(5)(J)	Memorandum of Understanding, dated February 25, 2013.

** Filed herewith.

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 26, 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

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).
*(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) (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 8, 2013).
*(a)(5)(E)	Amended Complaint filed on February 14, 2013 in Court of Chancery of the State of Delaware, captioned James J. Scerra v. Joseph L. Cowan, et al. (Case No. 8280-VCN) (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 19, 2013).
*(a)(5)(F)	Complaint filed on February 13, 2013 in Court of Chancery of the State of Delaware, captioned Ilya Pichkhadze v. Joseph L. Cowan, et al. (Case No. 8311) (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 19, 2013).
*(a)(5)(G)	Complaint filed on February 13, 2013 in Court of Chancery of the State of Delaware, captioned James Saxton v. Online Resources Corporation, et al. (Case No. 8312) (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 19, 2013).
*(a)(5)(H)	Press Release, dated February 19, 2013 (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 19, 2013).
**(a)(5)(I)	Verified Complaint filed on February 13, 2013 in Court of Chancery of the State of Delaware, captioned Ilya Pichkhadze v. Joseph L. Cowan, et al. (Case No. 8311).
**(a)(5)(J)	Memorandum of Understanding, dated February 25, 2013.
*(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 (incorporated by reference to the Schedule TO filed by ACI Worldwide, Inc. with the Securities and Exchange Commission on February 8, 2013).

Exhibit No.	Description
*(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.
** Filed herewith.

EFiled: Feb 13 2013 02:12PM EST
Transaction ID 49507524
Case No. 8311-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ILYA PICHKHADZE , individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	
	)	Civil Action No.
v.	)	
JOSEPH COWAN, JOHN DORMAN, EDWARD HOROWITZ, BRUCE JAFFE, DONALD LAYDEN, JR., MICHAEL LEITNER, ERVIN SHAMES, WILLIAM WASHECKA, BARRY WESSLER, ONLINE RESOURCES CORPORATION, ACI WORLDWIDE, INC., and OCELOT ACQUISITION CORP.,	)	
Defendants.	)	

VERIFIED CLASS ACTION COMPLAINT
FOR BREACH OF FIDUCIARY DUTY

Plaintiff, Ilya Pichkhadze, by his attorneys, alleges upon information and belief, except for his own acts, which are alleged on knowledge, as follows:

1. Plaintiff brings this class action on behalf of the public stockholders of Online Resources Corporation ("Online Resources" or the "Company") against the members of Online Resources' Board of Directors (the "Board" or the "Individual Defendants") for their breaches of fiduciary duties arising out of their attempt to sell the Company to ACI Worldwide, Inc. ("ACI") by means of an unfair process, for an unfair price, and without disclosing material information necessary for the stockholders to make an informed decision regarding whether to tender their shares.

2. On January 31, 2013, ACI and the Company announced a definitive agreement under which ACI, through its wholly owned subsidiary Ocelot Acquisition

Corp. (“Merger Sub”), will commence a tender offer (the “Tender Offer”) to acquire all of the outstanding shares of Online Resources in an all-cash transaction for $3.85 per share (the “Proposed Transaction”). The Proposed Transaction is valued at approximately $263 million. The Tender Offer commenced on February 8, 2013 and is scheduled to close on March 8, 2013.

3. The Board and the Special Committee put their own interests a sale of the Company ahead of the interests of the stockholders in agreeing to the Proposed Transaction. Despite setting out to consider strategic alternatives in an effort to satisfy the holders of the Company’s Series A1 Convertible Preferred Stock (“Company Preferred Stock”), who indicated that they are seeking the full redemption price of approximately $129.1 million in July 2013, the Board quickly changed course when approached with an offer for a sale.

4. Once ACI expressed an interest in pursuing an acquisition of the Company in the fall of 2012, the Board and Special Committee pursued this sale option to the exclusion of other options, such as interest by two private equity firms in making an equity investment in the Company in connection with the refinancing of the Company’s Preferred Stock.

5. Members of the Board and management will receive substantial cash payments for tendering their shares and for agreeing to a sale. Defendant Joseph L. Cowan (“Cowan”), the Company’s Chief Executive Officer (“CEO”), will receive over $1.5 million for his shares and approximately $2 million for change of control severance payment.

6. Not only did the Board and the Special Committee unfairly favor their own interests in agreeing to a sale, but the Board further breached its fiduciary duties by agreeing to the Proposed Transaction for inadequate consideration. The valuation analyses conducted by the Special Committee's own financial advisor, SunTrust Robinson Humphrey, Inc. ("Suntrust"), set forth implied values for the Company substantially higher than the agreed upon $3.85 per share. Additionally, given Online Resources' recent strong performance and its future growth prospects, the consideration stockholders will receive is inadequate and undervalues the Company.

7.Defendants have exacerbated their breaches of fiduciary duty by agreeing to lock up the Proposed Transaction with deal protection devices that unreasonably restrain other bidders from making a successful competing offer for the Company. Specifically, pursuant to the merger agreement dated January 30, 2013 (the "Merger Agreement"), defendants agreed to: (i) a strict no-solicitation provision that prevents the Company from soliciting other potential acquirors or even continuing discussions and negotiations with potential acquirers; (ii) a provision that provides ACI with three (3) business days to match any competing proposal in the event one is made; and (iii) a provision that requires the Company to pay ACI a termination fee of $8.0 million in order to enter into a transaction with a superior bidder. These provisions substantially and improperly limit the Board's ability to act with respect to investigating and pursuing superior proposals and alternatives, including a sale of all or part of Online Resources.

8. The Proposed Transaction is further locked up by shareholder agreements entered into by certain funds affiliated with TCP (defined herein), which collectively

beneficially own 22.3% of all outstanding shares of the Company's stock, and defendant Cowan, who owns 1.4% of the Company's outstanding stock (the "Shareholder Agreements"). Through the shareholder agreements, not only have these parties agreed to tender their shares, but they have also agreed to vote against any alternative acquisition proposal.

9. The Individual Defendants have further breached their fiduciary duties by failing to provide stockholders with material information necessary for an informed decision regarding the Tender Offer. On February 8, 2013, Online Resources filed a Recommendation Statement on Schedule 14D-9 ("Recommendation Statement") with the United States Securities and Exchange Commission ("SEC") in connection with the Tender Offer. The Recommendation Statement fails to provide material information to Online Resources' stockholders.

10. The Individual Defendants have breached their fiduciary duties of loyalty and due care, and Online Resources, ACI and Merger Sub have aided and abetted such breaches by Online Resources' officers and directors. Plaintiff seeks to enjoin the Proposed Transaction unless and/or until defendants cure their breaches of fiduciary duty.

PARTIES

11. Plaintiff is, and has been at all relevant times, the owner of shares of common stock of Online Resources.

12. Defendant Online Resources is a corporation organized and existing under the laws of the State of Delaware. It maintains its principal executive offices at 4795 Meadow Wood Lane, Chantilly, Virginia 20151.

13. Defendant Joseph Cowan (“Cowan”) has been the President and CEO of the Company, and a director of the Company since 2010.

14. Defendant John Dorman (“Dorman”) has been the Chairman of the Board since 2010 and a director since 2009. Additionally, Dorman served as interim CEO of the Company from April 2010 through June 2010.

15.Defendant Edward Horowitz (“Horowitz”) has been a director of the Company since 2008.

16. Defendant Bruce Jaffe (“Jaffe”) has been a director of the Company since 2009.

17. Defendant Donald Layden, Jr. (“Layden”) has been a director of the Company since 2010.

18. Defendant Michael Leitner (“Leitner”) has been a director of the Company since 2007. Leitner is a managing partner at Tennenbaum Capital Partners, LLC (“TCP”). Funds affiliated with TCP collectively beneficially own approximately 22.3% of all outstanding shares of Online Resources (on an as-converted basis).

19. Defendant Ervin Shames (“Shames”) has been a director of the Company since 2000.

20. Defendant William Washecka (“Washecka”) has been a director of the Company since 2004.

21. Defendant Barry Wessler (“Wessler”) has been a director of the Company since 2000.

22. Defendants referenced in ¶¶ 13 through 21 are collectively referred to as the previously-defined Individual Defendants and/or the Board.

23. Defendant ACI is a Delaware corporation with its headquarters located at 3520 Kraft Road, Naples, Florida 34105. ACI develops, markets, installs, and supports a broad line of software products and services primarily focused on facilitating electronic payments. Through its integrated suite of software products and hosted services, ACI delivers a broad range of solutions for payments processing, card and merchant management, online banking, mobile, branch and voice banking, fraud detection, and trade finance.

24. Defendant Merger Sub is a Delaware corporation and a direct wholly owned subsidiary of ACI that was created for the purposes of effectuating the Proposed Transaction.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action as a class action pursuant to Court of Chancery Rule 23 on behalf of all persons and/or entities that own Online Resources common stock (the "Class"). Excluded from the Class are defendants and their affiliates, immediate families, legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest.

26. This action is properly maintainable as a class action. The Class is so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of members in the Class. According to the Merger Agreement, as of January 29, 2013, 32.9 million shares of common stock were represented by the Company as outstanding.

27. Questions of law and fact are common to the Class, including, *inter alia*, the following:

(i) Have the Individual Defendants breached their fiduciary duties of undivided loyalty or due care with respect to plaintiff and the other members of the Class in connection with the Proposed Transaction;

(ii) Have the Individual Defendants breached their fiduciary duty to secure and obtain the best price reasonable under the circumstances for the benefit of plaintiff and the other members of the Class in connection with the Proposed Transaction;

(iii) Have the Individual Defendants, in bad faith and for improper motives, impeded or erected barriers to discourage other strategic alternatives including offers from interested parties for the Company or its assets;

(iv) Have the Individual Defendants failed to provide stockholders with material information necessary for an informed decision regarding whether to tender their shares;

(v) Whether plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated;

(vi) Have Online Resources, ACI, and Merger Sub aided and abetted the Individual Defendants' breaches of fiduciary duty; and

(vii) Is the Class entitled to injunctive relief or damages as a result of defendants' wrongful conduct.

28. 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.

29. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for defendants, or adjudications that would, as a practical matter, be dispositive of the interests of individual members of the Class who are not parties to the adjudications or would substantially impair or impede those non-party Class members' ability to protect their interests.

30. Defendants have acted on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as a whole.

FURTHER SUBSTANTIVE ALLEGATIONS

31. Online Resources develops and supplies its proprietary Digital Payment Framework to power financial interactions between millions of consumers and financial institution and biller clients. The Company provides web and phone-based financial technology services to financial institution, biller, card issuer, and creditor clients to fulfill payment, banking and other financial services to their millions of consumer end users. Specifically, Online Resources enables its clients to provide their consumer end users with the ability to perform various self-service functions, including electronic bill payments and fund transfers as well as gain online access to their accounts, transactions histories, and other information.

The Proposed Transaction Resulted from and Inadequate Process

32. The Proposed Transaction is the result of a process in which the Individual Defendants put their own interests ahead of the Company's stockholders.

33. TCP holds all of the outstanding shares of the Company's Series A-1 Convertible Preferred Stock. In June 2011, the Company began considering ways to provide a portion of the funding necessary to address the right of the holders of the Company Preferred Stock to redeem all or part of their shares of the Company Preferred Stock for approximately $129.1 million in July 2013. The Company anticipated that it would not have sufficient funds legally available pursuant to Delaware law to redeem the Company Preferred Stock in July 2013 without monetizing assets or obtaining additional capital.

34. At this time, defendant Cowan reached out to three industry participants regarding acquisition of the Company's banking business. Although discussions with Strategic Acquirer A were ongoing through 2011, in January 2012, negotiations fell apart.

35. In March of 2012, the Board expanded the role of the Special Committee to evaluating and recommending alternatives in connection with the Company Preferred Stock. Between March 2012 and July 2012, the Special Committee met 11 times regarding alternatives. No solution was reached, and no action was taken at this time.

36. Yet when Wells Fargo Securities Inc. ("Wells Fargo") approached the Company on behalf of ACI to discuss a possible combination of the two entities, defendant Cowan and the Special Committee began moving things rapidly towards a sale.

37. Even though ACI dropped the consideration from the $4.25 offered in its initial indication of interest to $3.60, the Board continued to extend exclusive negotiations with ACI.

38. In early January, the Company received proposals from Private Equity Firm A and Private Equity Firm B to redeem the Company Preferred Stock in full. Despite the fact that this was what the Company had set out to do originally, the Board recognized that it would personally benefit far more by a sale of the Company, and continued to work on the deal terms with ACI.

39. Even when presented with possible solutions for the redemption issue associated with the Company Preferred Stock, the Board put its own interests ahead of shareholders in pursuing a sale that would offer its members an immediate and substantial cash payout.

40. The table below sets forth the number of shares held by the directors and executive officers of the Company as of February 6, 2013 and the amount of cash consideration they will receive for the shares in the Tender Offer:

Executive Officer/Director	Number of Shares Owned (#)(1)	Value of Shares Owned ($)
Joseph L. Cowan	397,269	1,529,486
Eric M. Labiak	30,693	118,168
Jeffrey L. Kissling	35,798	137,822
Janie M. West	21,546	82,952
John C. Dorman	106,739	410,945
Edward D. Horowitz	41,670	160,430
Bruce A. Jaffe	43,162	166,174
Donald W. Layden, Jr.	37,984	146,238
Michael E. Leitner(2)	—	—
Stephen W. Ryan	10,585	40,752
Ervin R. Shames	71,303	274,517
William H. Washecka	61,437	236,532
Barry D. Wessler	79,907	307,642

41. Additionally, defendant Cowan will receive approximately $2 million worth of potential severance payments.

42. When presented with the option of selling the Company or solving the issue relating to the 2013 redemption of the Company Preferred Stock, given the substantial cash payments they could receive immediately, it is unsurprising that the Board members opted to put their own interests ahead of the stockholders and choose the sale.

The Proposed Transaction Offers Inadequate Consideration to Stockholders

43. Not only did the Board members put their own interests ahead of the stockholders in agreeing to the sale, but they also seem to have agreed to an inadequate price. Given the Company's implementation of a long-term strategic growth plan aimed at increasing long-term shareholder value and its recent strong performance that exceeded management's expectations, the Proposed Transaction consideration appears to significantly undervalue the Company.

44. In the Company's 2011 Annual Report, defendant Cowan highlighted that Online Resources was in the process of implementing a long-term strategic growth plan that would position the Company for future growth. The long-term strategic growth plan was extensive and included a wide range of changes in various aspects of the Company, ranging from changes to the organizational structure to hiring new employees to updating and upgrading the Company's core technology. Furthermore, Cowan explained that the long-term strategic growth plan, although unfinished, was "progressing well and that we [the Company] expect to achieve our long-term financial goals." Cowan cautioned that results might not come overnight, but assured investors that "we have arrived at the point where our foundation is becoming solid and we can begin to invest for the future." He continued, "I remain convinced that our actions – from already completed to planned for this year – are the right ones to solidify our future and deliver shareholder value."

45. The Company reported its first quarter financial results, for the quarter ended March 31, 2012, in a May 7, 2012 press release. The Company reported revenues of $41.3 million, which was 5% higher compared to the revenues from the first quarter of 2011. Online Resources also announced EBITDA of $8.6 million compared to a loss of $3.2 million for the same quarter of the prior year and Adjusted EBITDA of $10.8 million compared to $6.2 million in the first quarter of 2011. In the press release, Cowan commented that he was "pleased with the progress the Company is making on the long-term strategic growth plan" and believed that the "revenue and earnings growth we saw this past quarter are partially the result of the plan we set upon over a year ago." He expressed optimism about the Company's future, stating, in relevant part, "I'm confident in the course we have set for the Company and the expectations we discussed two months ago."

46. On August 2, 2012, the Company reported its financial results for the second quarter, for the period ended June 30, 2012. The Company's second quarter revenue was $40.4 million, compared to $38.3 million from the comparable quarter of the prior year. Additionally, Online Resources reported EBITDA of $6.8 million compared to $3.8 million from the same time period of the prior year and Adjusted EBITDA of $8.5 million, an increase compared to $6.8 million for the second quarter of 2011. All three measures – Revenue, EBITDA, and Adjusted EBITDA – exceeded the Company's projections. As a result, Cowan increased the Company's expectations for 2012 and commented on Online Resources' future growth prospects, stating in relevant part:

> As a result of our stronger than expected performance through the first half of 2012, I now believe that our financial performance for the full year will be slightly better than what we have previously disclosed. That being said, we still anticipate incurring material increased costs over the next two quarters as we continue to make growth investments. These investments will likely result in lower earnings in the second half of 2012 when compared to the first half of the year, but should drive increased revenue and earnings growth in late 2013 and beyond.

47. The Company maintained its positive momentum into the third quarter of 2012, for the period ended September 30, 2012. In a November 8, 2012 press release, the Company announced revenue of $41.3 million compared to revenue of $38.4 million in the third quarter for the prior year. Additionally, Online Resources reported EBITDA of $6.8 million compared to $5.7 million in the third quarter of 2011 and Adjusted EBITDA of $7.8 million, which was also greater than the $7.1 million for the same period of the prior year. For the second straight quarter, revenue, EBITDA, and Adjusted EBITDA

exceeded the Company's expectations. Importantly, defendant Cowan stated that the Company was entering a major stage in the Company's long-term strategic growth plan and explained the effect that the plan would have on the Company's future business prospects. Cowan commented, in relevant part:

> 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.

48. In addition, as of September 29, 2012, the Company's book value per share for the most recent quarter was $4.04, which is greater than the proposed consideration.

49. Even the valuation analyses conducted by Suntrust, the Special Committee's financial advisor, show a higher implied per share value for the Company. The *Selected Companies Analysis* showed a high value of $4.66 per share; the Selected Transaction Analysis resulted in an implied valuation reference range of $4.61 to $6.56 per share; and the *Discounted Cash Flow Analysis* showed a high value of $5.59 per share.

50. Furthermore, the Proposed Transaction consideration fails to adequately compensate Online Resources' shareholders for the significant synergies created by the merger. The Proposed Transaction is a strategic merger for ACI and the Proposed Transaction will make available to financial institutions the preeminent online and mobile banking, will payment, and presentment solutions. As specified in the January 31, 2013 press release announcing the Proposed Transaction, ACI "anticipates that with Online Resources it will achieve annual cost synergies of approximately $19.5 million. The transition is expected to be accretive to full year non-GAAP earnings in 2013."

51. Despite the significant synergies inherent in the transaction for ACI, however, the Board failed to secure a fair price for the Company, either for the intrinsic value of its assets or the value of the Company's assets to ACI.

52. ACI is seeking to acquire the Company at the most opportune time, at a time when Online Resources' stock is temporarily trading at depressed prices as a result of the Company's implementation of the long-term strategic growth plan, the Company is performing very well, and is positioned for tremendous growth.

The Deal Protection Provisions Inhibit Competing Offers

53. In addition, as part of the Merger Agreement, defendants agreed to certain onerous and unreasonable deal protection devices that operate conjunctively to make the Proposed Transaction a *fait accompli* and ensure that no competing offers will emerge for the Company.

54. Section 5.8 of the Merger Agreement includes a "no solicitation" provision barring the Company from soliciting interest from other potential acquirers in order to procure a price in excess of the amount offered by ACI. Section 5.8 demands that the Company terminate any and all prior or on-going discussions with other potential acquirers.

55. Pursuant to Section 5.8(b) of the Merger Agreement, should an unsolicited bidder submit a competing proposal, the Company must notify ACI of the bidder's identity and the terms of the bidder's offer. Thereafter, Section 5.8(e) demands that

should the Board determine to enter into a superior competing proposal, it must grant ACI three (3) business days in which the Company must negotiate in good faith with ACI (if ACI so desires) and allow ACI to amend the terms of the Merger Agreement to make a counter-offer so that the competing proposal no longer "continues to be a Superior Proposal." In other words, the Merger Agreement gives ACI access to any rival bidder's information and allows ACI a free right to top any superior offer simply by matching it. Accordingly, no rival bidder is likely to emerge and act as a stalking horse, because the Merger Agreement unfairly assures that any "auction" will favor ACI and piggy-back upon the due diligence of the foreclosed second bidder.

56. The Merger Agreement also provides that the Company must pay ACI an $8.0 million termination fee if the Company decides to pursue the competing offer, thereby essentially requiring that the competing bidder agree to pay a naked premium for the right to provide the shareholders with a superior offer.

57. ACI is also the beneficiary of a "Top-Up" provision that ensures that ACI gains the shares necessary to effectuate a short-form merger. Pursuant to the Merger Agreement, if ACI receives 90% of the shares outstanding through its tender offer , it can effect a short-form merger. In the event ACI fails to acquire the 90% required, the Merger Agreement contains a Top-Up provision that grants ACI an option to purchase additional shares from the Company in order to reach the 90% threshold required to effectuate a short-form merger.

58. Moreover, in connection with the Proposed Transaction, defendant Cowan and certain funds affiliated with TCP, who collectively own approximately 23.7% of

Online Resources' common stock (on an as-converted basis), have entered into Shareholder Agreements with ACI, pursuant to which they will tender their shares as part of ACI's Tender Offer and have committed not to support any alternative transaction. Accordingly, 23.7% of Online Resources' common stock is already "locked up" in favor of the Proposed Transaction.

59. Ultimately, these unreasonable deal protection provisions illegally restrain the Company's ability to solicit or engage in negotiations with any third party regarding a proposal to acquire all or a significant interest in the Company. The circumstances under which the Board may respond to an unsolicited written bona fide proposal for an alternative acquisition that constitutes or would reasonably be expected to constitute a superior proposal are too narrowly circumscribed to provide an effective "fiduciary out" under the circumstances.

The Recommendation Statement Fails to Provide Material Information

60. The Recommendation Statement filed in conjunction with the Tender Offer fails to provide stockholders with material information regarding the process and the valuation analyses conducted by Suntrust necessary for stockholders to make an informed decision regarding whether to tender their shares.

The Process

61. The Recommendation Statement fails to disclose whether any of the parties who negotiated with the Company from 2011 forward, including, but not limited to Strategic Acquirer A, Strategic Acquirer B, Private Equity Firm A, Private Equity Firm B, and Private Equity Firm C, entered into confidentiality agreements with the Company and if so, whether these agreements had standstill provisions.

62. The Recommendation Statement fails to disclose Strategic Acquirer A's basis for withdrawing its proposal to acquire the Company in January 2012.

63. The Recommendation Statement fails to disclose the terms of Barclays Capital's ("Barclays") engagement including any fee arrangements and whether Barclays performed any work for the Company or ACI in the past five years.

64. The Recommendation Statement fails to disclose how Raymond James & Associates ("Raymond James") identified the five different industry participants it contacted in November 2012 regarding acquiring the Company.

65. The Recommendation Statement fails to disclose the Special Committee's basis for declining ACI's proposal pertaining to continued employment of the Company's executive officers post-Proposed Transaction on January 27, 2013.

66. The Recommendation Statement fails to disclose whether ACI extended offers of continued employment to any of the Company's executive officers or offers of director positions to any of the Company's current directors, or the timing of such discussions.

67. The Recommendation Statement fails to disclose material facts regarding the work performed by Suntrust for the Company in the last five years and the compensation it received for such work, including the terms of Suntrust's role as a participant lender under the Company's revolving credit facility.

68. The Recommendation Statement fails to disclose whether Suntrust performed any services for ACI in the past five years and the amount of compensation it received.

Suntrust's Valuation Analysis

69. With regard to the *Selected Companies Analysis*, the Recommendation Statement fails to disclose the actual multiples observed for each selected company in the analysis and fails to provide Suntrust's basis for selecting the multiples ranges applied to management's EBITDA estimates.

70. With regard to the *Selected Transactions Analysis*, the Recommendation Statement fails to disclose the multiples observed for each selected transaction, the value of the selected transactions, and Suntrust's basis for selecting the multiples range applied to management's EBITDA estimates.

71. With regard to the *Discounted Cash Flow Analysis*, the Recommendation Statement fails to disclose the assumptions used in calculating the discount rate of 5.7% to 17.7%, including the weighted average cost of capital, and the basis for selecting the terminal multiple range.

72. Accordingly, plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company shareholders will continue to suffer absent judicial intervention.

CLAIMS FOR RELIEF

COUNT I
Breach of Fiduciary Duties
(Against All Individual Defendants)

73. Plaintiff repeats all previous allegations as if set forth in full herein.

74. The Individual Defendants have knowingly and recklessly and in bad faith

violated their fiduciary duties of care and loyalty owed to the public shareholders of Online Resources and have acted to put their personal interests ahead of the interests of Online Resources shareholders.

75. The Individual Defendants' recommendation of the Proposed Transaction will result in a change of control of the Company which imposes heightened fiduciary responsibilities to maximize Online Resources' value for the benefit of the stockholders and requires enhanced scrutiny by the Court.

76. The Individual Defendants have breached their fiduciary duties of loyalty, good faith, and independence owed to the shareholders of Online Resources because, among other reasons:

(a) they failed to take steps to maximize the value of Online Resources to its public shareholders and took steps to avoid competitive bidding;

(b) they failed to properly value Online Resources;

(c) they ignored or did not protect against the numerous conflicts of interest resulting from the directors' own interrelationships or connection with the Proposed Transaction; and

(d) they failed to provide stockholders with material information necessary to make an informed decision regarding whether or not to tender.

77. As a result of the Individual Defendants' breaches of their fiduciary duties, 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 will be prevented from benefiting from a value-maximizing transaction.

78. Unless enjoined by this Court, the Individual Defendants will continue to breach their fiduciary duties owed to plaintiff and the Class, and may consummate the Proposed Transaction, to the irreparable harm of the Class.

79. Plaintiff and the Class have no adequate remedy at law.

COUNT II
Aiding and Abetting
(Against Online Resources, ACI, and Merger Sub)

80. Plaintiff repeats all previous allegations as if set forth in full herein.

81. As alleged in more detail above, defendants Online Resources, ACI, and Merger Sub have aided and abetted the Individual Defendants' breaches of fiduciary duties.

82. As a result, plaintiff and the Class members are being harmed.

83. Plaintiff and the Class have no adequate remedy at law.

WHEREFORE, plaintiff demands judgment against defendants jointly and severally, as follows:

(A) declaring this action to be a class action and certifying plaintiff as the Class representative and his counsel as Class counsel;

(B) enjoining, preliminarily and permanently, the Proposed Transaction;

(C) in the event that the Proposed Transaction is consummated prior to the entry of this Court's final judgment, rescinding it or awarding plaintiff and the Class rescissory damages;

(D) directing that defendants account to plaintiff and the other members of the Class for all damages caused by them and account for all profits and any special benefits obtained as a result of their breaches of their fiduciary duties;

(E) awarding plaintiff the costs of this action, including a reasonable allowance for the fees and expenses of plaintiff's attorneys and experts; and

(F) granting plaintiff and the other members of the Class such further relief as the Court deems just and proper.

Dated: February 13, 2013

RIGRODSKY & LONG, P.A.

By: */s/ Seth D. Rigrodsky*

Seth D. Rigrodsky (#3147)
Brian D. Long (#4347)
Gina M. Serra (#5387)
2 Righter Parkway, Suite 120
Wilmington, DE 19803
(302) 295-5310

Attorneys for Plaintiff

OF COUNSEL:

LEVI & KORSINSKY, LLP
Donald J. Enright
1101 30th Street, N.W., Suite 115
Washington, DC 20007
(202) 524-4290

EFiled: Feb 26 2013 12:31PM EST
Transaction ID 49801964
Case No. 8280-VCN

IN RE ONLINE RESOURCES CORP.) CONSOLIDATED
STOCKHOLDER LITIGATION) C.A. No. 8280-VCN

MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties to the consolidated action in the Court of Chancery of the State of Delaware (the "Court") styled *In re Online Resources Corp. Stockholder Litigation*, C.A. No. 8280-VCN (the "Consolidated Action") have reached an agreement-in-principle providing for the settlement of the Consolidated Action on the terms and subject to the conditions set forth below;

WHEREAS, on January 30, 2013, Online Resources Corporation ("Online Resources" or the "Company") executed a Transaction Agreement (the "Transaction Agreement") with Ocelot Acquisition Corp. ("Purchaser") and ACI Worldwide, Inc. ("Parent") pursuant to which Parent would launch a tender offer to purchase shares of Online Resources stock in exchange for the payment in cash of $3.85 per share, and Purchaser would be merged with and into Online Resources following the tender offer and the purchase of the Company Preferred Stock, and subject to the terms and conditions of the Transaction Agreement (the "Proposed Transaction"). A copy of the Transaction Agreement was filed with the United States Securities and Exchange Commission (the "SEC") on January 31, 2013;

WHEREAS, on February 6, 2013, James J. Scerra ("Scerra") commenced a putative class action in the Court against Online Resources, Online Resources' directors, Purchaser and Parent (collectively, "Defendants"), on behalf of himself and all of Online Resources' public stockholders, styled *Scerra v. Cowan*, C.A. No. 8280-VCN (the "Scerra Action"), alleging that the individual defendants breached their fiduciary duties in connection with the Proposed Transaction and that Online Resources, Purchaser and Parent aided and abetted such breaches of fiduciary duties, and seeking to enjoin the consummation of the Proposed Transaction;

WHEREAS, on February 8, 2013, Online Resources filed a Schedule 14D-9 (together with any exhibits or amendments thereto, the "Schedule 14D-9") with the SEC in which the Online Resources Board of Directors stated that its members had unanimously determined that the Proposed Transaction is advisable and in the best interests of Online Resources' stockholders and recommended, on behalf of Online Resources, that Online Resources' stockholders tender their shares to Purchaser pursuant to the Proposed Transaction and, if required by Delaware law, vote to adopt the Transaction Agreement;

WHEREAS, on February 8, 2013, Parent filed a Schedule TO (together with any exhibits or amendments thereto, the "Schedule TO") with the SEC to initiate the tender offer contemplated by the Proposed Transaction;

WHEREAS, on February 13, 2013, Ilya Pichkhadze ("Pichkhadze") commenced a putative class action in the Court against Defendants, on behalf of himself and all of Online Resources' public stockholders, styled *Pichkhadze v. Cowan*, C.A. No. 8311-VCN (the"Pichkhadze Action"), alleging that the individual defendants breached their fiduciary duties to

the Company and its stockholders in connection with the Proposed Transaction and that Online Resources, Purchaser and Parent aided and abetted such breaches of fiduciary duties, and seeking to enjoin the consummation of the Proposed Transaction;

WHEREAS, on February 13, 2013, James Saxton ("Saxton", and together with Scerra and Pichkhadze, "Lead Plaintiffs") commenced a putative class action in the Court against Defendants, on behalf of himself and ail of Online Resources' public stockholders, styled *Saxton v. Online Resources Corporation*, C.A. No. 8312-VCN (the "Saxton Action"), alleging that the individual defendants breached their fiduciary duties to the Company and its stockholders in connection with the Proposed Transaction and that Purchaser and Parent aided and abetted such breaches of fiduciary duties, and seeking to enjoin the consummation of the Proposed Transaction;

WHEREAS, on February 13, 2013, Pichkhadze filed a Motion for Expedited Proceedings and a Motion for Preliminary Injunction in the Pichkhadze Action, seeking to enjoin consummation of the Proposed Transaction;

WHEREAS, on February 14, 2013, Scerra filed an Amended Verified Complaint and a Motion for Expedited Proceedings in the Scerra Action, which repeated the allegations in the initial complaint in the Scerra Action and added allegations that the individual defendants named in the Scerra Action violated their fiduciary duties by filing a Schedule 14D-9 that omitted material information;

WHEREAS, on February 20, 2013, counsel for Plaintiffs ("Plaintiffs' Counsel") submitted to the Court a letter enclosing the unopposed [Proposed] Order for Consolidation and Appointment of Lead and Liaison Counsel;

WHEREAS, on February 21, 2013, the Court entered an order (i) consolidating the Scerra Action, the Pichkhadze Action, and the Saxton Action and (ii) appointing Levi & Korsinsky, LLP, Faruqi & Faruqi, LLP, and Brodsky & Smith, LLC (collectively, "Co-Lead Counsel") as Co-Lead Counsel for Plaintiffs, (iii) appointing Rigrodsky & Long, P.A. and Faruqi & Faruqi, LLP (together, "Co-Liaison Counsel"), as Co-Liaison Counsel for Plaintiffs, and (iv) authorizing Co-Lead Counsel, in consultation with Co-Liaison Counsel, to coordinate the prosecution of all aspects of the Consolidated Action, including the negotiation of a settlement, subject to approval of the plaintiffs in the Consolidated Action and the Court;

WHEREAS, the Plaintiffs have conducted a detailed review and analysis ofthe Schedule 14D-9, Schedule TO, other publicly available documents, and over 27,400 pages of confidential, non-public documents produced by Defendants;

WHEREAS, Plaintiffs deposed Defendant Joseph Cowan and Mr. Lawrence DeAngelo, a designee of SunTrust Robinson Humphrey, on February 22, 2013;

WHEREAS, Plaintiffs have drafted the opening brief in support of their Motion for Preliminary Injunction with the intention of filing same on February25, 2013;

WHEREAS, Plaintiffs' Motion for Preliminary Injunction has been scheduled for a hearing on February 28, 2013;

WHEREAS, counsel for Defendants ("Defendants' Counsel") and Plaintiffs' Counsel engaged in arms' length discussions and negotiations regarding a potential resolution of the claims asserted in the Consolidated Action;

WHEREAS, in connection with settlement discussions and negotiations, counsel for the parties hereto (the "Parties") have not discussed the amount or appropriateness of any potential application by Plaintiffs' Counsel for attorneys' fees;

WHEREAS, Plaintiffs have retained and consulted with a financial advisor in connection with the prosecution of their claims and the negotiation with Defendants' Counsel;

WHEREAS, Defendants acknowledge that they considered the disclosure and other claims raised by Plaintiffs in the Consolidated Action in determining to make the Supplemental Disclosures (defined below) as provided in Paragraph 1 of this Memorandum of Understanding ("MOU"), in exchange for Plaintiffs' agreement-in-principle to settle the Consolidated Action, and that the claims asserted by Plaintiffs in the Consolidated Action, the efforts of Plaintiffs' Counsel in prosecuting the Consolidated Action, and the negotiations with Plaintiffs' Counsel in the Consolidated Action were the sole cause of the dissemination of the Supplemental Disclosures;

WHEREAS, Defendants have denied, and continue to deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class; deny that they breached any fiduciary duties or aided and abetted any such breaches, or engaged in any wrongdoing or violation of law; deny that the Schedule 14D-9 or the Schedule TO are in any way misleading or omit material information; deny that they acted improperly in any way; believe that they acted properly at all times; believe the Consolidated Action has no merit; believe that the Schedule 14D-9 accurately discloses all material information in connection with the Proposed Transaction; and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Proposed Transaction or any public disclosures, but wish to settle for the reasons set forth herein;

WHEREAS, Plaintiffs believe that their claims had substantial merit when filed, the entry by Plaintiffs into this MOU is not an admission as to the lack of any merit of any claims asserted in the Consolidated Action, and Plaintiffs are entering into the settlement set forth in this MOU only because they believe that the Supplemental Disclosures will provide the Company's stockholders with substantial benefits in allowing them to cast a more fully informed vote on the Proposed Transaction and make more fully informed decisions as to whether or not to exercise their appraisal rights under Delaware law;

WHEREAS, the Parties recognize the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation;

WHEREAS, the Parties have reached an agreement-in-principle set forth in this MOU providing for settlement of the Consolidated Action on the terms and conditions set forth below, which would include but not be limited to a release of all claims which were or could have been asserted in the Consolidated Action; and

WHEREAS, Plaintiffs and Plaintiffs' Counsel believe, subject to the satisfactory completion of confirmatory discovery, that the terms contained in this MOU are fair and adequate to Online Resources, its stockholders, and members of the Class, and the Parties believe that it is reasonable to pursue the settlement of the Consolidated Action based upon the procedures and terms outlined herein and the benefits and protections offered hereby, and the Parties wish to document their agreement in this MOU.

NOW THEREFORE, the Parties have reached the following agreement-in-principle which, when reduced to a settlement agreement (the "Settlement Agreement") after the satisfactory completion of confirmatory discovery as provided for herein, is intended to be a full and final resolution of the Released Claims (defined below) (the "Settlement"). The Parties and their respective counsel agree to cooperate fully and to use their best efforts to effectuate the Settlement, which through the Settlement Agreement shall provide for and encompass the following and other terms:

1. **Supplemental Disclosures.** Online Resources will make additional disclosures identified in the document attached hereto as Exhibit A in an amendment to the Schedule 14D-9 to be filed with the SEC no later than February 26, 2013. Defendants agree, and the Settlement Agreement will reflect, that the pendency of the Consolidated Action and the efforts of Plaintiffs' Counsel in the Consolidated Action were the sole cause of the dissemination of the additional disclosures identified in Exhibit A (the "Supplemental Disclosures").

2. **Certification of Class.** The Settlement Agreement shall provide for the conditional certification in the Consolidated Action, for settlement purposes only, of a mandatory non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) that includes any person or entity who was a record holder or beneficial owner of Online Resources common stock at any time between and including June 28, 2012, and the closing of the Proposed Transaction (regardless of the date of purchase or sale of Online Resources common stock), their respective successors-in-interest, successors, predecessors-in-interest, predecessors, agents, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding Defendants (the "Class").

3. **Representations of the Parties and Counsel.** Defendants have denied and continue to deny that they have breached any fiduciary duties, aided or abetted in any such alleged breaches, or otherwise engaged in any unlawful or wrongful acts alleged in the Consolidated Action, and maintain that they diligently and scrupulously complied with their fiduciary duties, and Defendants are entering into this MOU solely because the proposed settlement will eliminate the burden of litigation. Plaintiffs and Plaintiffs' Counsel believe that Defendants have and would continue to assert significant legal and factual defenses to Plaintiffs' claims made in the Consolidated Action, and as a result, that the terms of this MOU and the terms of the Proposed Transaction are fair,

reasonable, adequate, and in the best interest of all members of the Class. Plaintiffs' Counsel further represent that none of Plaintiffs' claims or causes of action referred to in this MOU have been assigned, encumbered, or otherwise transferred. Lead Plaintiffs each respectively represent and warrant that he, she, or it has been a stockholder in Online Resources throughout the period referenced in Paragraph 2 and has not assigned, encumbered, or in any manner transferred in whole or in part the claims alleged in the Consolidated Action. Each of the undersigned attorneys affirms that he or she has been duly empowered and authorized to enter into this MOU.

4. **No Reliance.** The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could have been asserted by Plaintiffs and the Class against the Released Parties (defined below) with respect to the Released Claims. The Parties agree that the terms of this MOU were negotiated at arms' length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with legal counsel. Plaintiffs, on behalf of the Class, confirm and agree that, in arriving at their decision to enter into this MOU contemplating the release of the Released Claims, they have not relied upon any representations, warranties, or statements of any nature whatsoever, whether written or oral, made or provided by any Released Party except as expressly identified herein.

5. **Modifications to Proposed Transaction.** Plaintiffs acknowledge and agree that Purchaser, Parent, and/or Online Resources may make amendments or modifications to the Proposed Transaction prior to the effective date of the Proposed Transaction to facilitate the consummation of the Proposed Transaction. Plaintiffs agree that they will not challenge or object to any such amendments or modifications so long as they are not inconsistent with the material terms of the Settlement set forth in this MOU or the individual defendants' fiduciary duties.

6. **Confirmatory Discovery.** Plaintiffs' Counsel reserve the right to conduct such reasonable additional discovery ("Confirmatory Discovery") as they deem appropriate and necessary and as agreed to by the Parties to confirm the fairness, adequacy, and reasonableness of the terms of this Settlement. The Parties will attempt in good faith and use their best efforts to complete Confirmatory Discovery within 14 days of the closing of the tender offer contemplated by the Proposed Transaction, or such other time as the Parties may agree. The Settlement contemplated herein is contingent on the satisfactory completion of Confirmatory Discovery by Plaintiffs' Counsel, and Plaintiffs' Counsel's continuing belief in good faith that the settlement set forth herein is fair, reasonable, and adequate. If Confirmatory Discovery is not satisfactorily completed, or if Plaintiffs or Plaintiffs' Counsel cease to believe in good faith that the settlement is fair, reasonable, and adequate, then Plaintiffs' Counsel shall so notify counsel for Defendants in writing, and the Settlement and this MOU shall be rendered null and void and the parties shall return to their litigation positions as they existed immediately prior to the execution of this MOU.

7. **Stay Pending Court Approval.** Pending negotiation, execution, and Final Approval (defined below) of the Settlement Agreement and Settlement by the Court, Plaintiffs agree to stay the proceedings in the Consolidated Action (other than Confirmatory

Discovery) and not to initiate any other proceedings other than those incident to the Settlement itself and, if necessary, request and stipulate that the Court enter an order staying the Consolidated Action. The Parties also agree to use their best efforts to prevent, stay, or seek dismissal of or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any of the Parties which challenges the Settlement, the Proposed Transaction, including any transactions contemplated thereby, or otherwise involves, directly or indirectly, a Released Claim (defined below).

8. **Final Approval.** As used in this MOU, the term "Final Approval" of the Settlement means that the Court has entered a final order and judgment certifying the Class, approving the Settlement, dismissing the Consolidated Action with prejudice on the merits and with each Party to bear its own costs (except those costs set forth in paragraphs 10 and 11 below) and providing for such release language as set forth in paragraph 9 below, and that such final order and judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in this MOU, Final Approval shall not include (and the Settlement is expressly not conditioned on) the approval of attorneys' fees and the reimbursement of expenses to Plaintiffs' Counsel as provided in paragraph 11 below, and any appeal related thereto.

9. **Dismissal With Prejudice, Waiver & General Release.** The Settlement Agreement shall expressly provide, among other things:

a) for the full and complete discharge, dismissal with prejudice on the merits, settlement, and release of, and a permanent injunction barring, any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that Plaintiffs or any or all members of the Class ever had, now have, or may have, or otherwise could, can, or might assert, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, against any of the Released Parties, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including but not limited to any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Online Resources), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Consolidated Action or the subject matter of the Consolidated Action in any court, tribunal, forum, or proceeding, including, without

limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Proposed Transaction, (ii) any deliberations or negotiations in connection with the Proposed Transaction, including the process of deliberation or negotiation by each of Purchaser, Parent, and/or Online Resources and any of their respective officers, directors, or advisors, (iii) the consideration received by Class members in connection with the Proposed Transaction, (iv) the Schedule 14D-9, the Schedule TO, or any other disclosures, SEC filings, public filings, periodic reports, press releases, proxy statements, or other statements. issued, made available, or filed relating, directly or indirectly, to the Proposed Transaction, including without limitation claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), (v) investments in (including, but not limited to, purchases, sales, exercises of rights with respect to, and decisions to hold) securities issued by any of Purchaser, Parent, or Online Resources or their respective affiliates which related directly or indirectly to the Proposed Transaction, (vi) the fiduciary obligations of the Released Parties in connection with the Proposed Transaction, (vii) the fees, expenses, or costs incurred in prosecuting, defending, or settling the Consolidated Action except as otherwise set forth herein, (viii) any of the allegations in any complaint or amendment(s) thereto filed in the Consolidated Action; or (ix) any deliberations, negotiations, representations, omissions, or other conduct leading to the execution of this MOU or the Settlement Agreement (collectively, the "Released Claims"); provided, however, that the Released Claims shall not include (y) the right to enforce this MOU or the Settlement or (z) claims for statutory appraisal in connection with the Proposed Transaction by Online Resources stockholders who properly perfect such appraisal claims and do not otherwise waive their appraisal rights;

b) that "Released Parties" means, whether or not each or all of the following persons or entities were named, served with process, or appeared in the Consolidated Action, (i) Online Resources, Parent, Purchaser, Joseph Cowan, John Dorman, Edward Horowitz, Bruce Jaffe, Donald Layden, Jr., Michael Leitner, Ervin Shames, William Washecka, Barry Wessler, and Tennenbaum Capital Partners, LLC, (ii) any person or entity which is, was, or will be related to or affiliated with any or all of them or in which any or all of them has, had, or will have a controlling interest, and (iii) the respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, consultants, bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, attorneys, representatives, accountants, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing;

c) that "Unknown Claims" means any claim that Lead Plaintiffs or any member of the Class do not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree

that upon Final Approval of the Settlement, Lead Plaintiffs shall expressly and each member of the Class shall be deemed to have, and by operation of the final order and judgment by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Lead Plaintiffs, and by operation of law the members of the Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Defendants in entering into the Settlement Agreement;

d) that Defendants release all claims or sanctions, known or unknown, accrued or unaccrued, against Plaintiffs, members of the Class, and their counsel arising out of or relating in any way to the institution, prosecution, or resolution of the Consolidated Action (the "Release of Plaintiffs"); provided, however, that the Release of Plaintiffs shall not include the right to enforce the confidentiality stipulation agreed upon by the Parties, this MOU, or the Settlement Agreement;

e) that all Defendants have vigorously denied, and continue to vigorously deny, any breaches of fiduciary duty, aiding and abetting of such breaches, or any other wrongdoing or liability with respect to all claims asserted in the Consolidated Action, including that they have committed any violations of law, that they have acted improperly in any way, that they have any liability or owe any damages of any kind to Lead Plaintiffs and the Class, and that any additional disclosures (including the additional disclosures made in the Supplemental Disclosures) are required under any applicable rule, regulation, statute, or law, but are entering into the Settlement Agreement and will execute the Settlement Agreement solely because they consider it desirable that the Consolidated Action be settled and dismissed with prejudice in order to (i) eliminate the burden, inconvenience, expense, risk, and distraction of further litigation, (ii) finally put to rest and terminate all the claims which were or could have been asserted against Defendants in the Consolidated Action, and (iii) thereby permit the Proposed Transaction to proceed without risk of injunctive or other relief;

f) that Plaintiffs believe that their claims had substantial merit when filed, that the entry by Plaintiffs into this MOU is not an admission as to the lack of any merit of any claims asserted in the Consolidated Action, and that Plaintiffs entered into the Settlement only because they believe that the Supplemental Disclosures will provide the Company's stockholders with substantial benefits in allowing them to cast a more fully informed vote on the Proposed Transaction and make more fully informed decisions as to whether or not to exercise their appraisal rights under Delaware law;

g) that all Defendants shall have the right to withdraw from the Settlement in the event that (i) any court enjoins or otherwise precludes the Proposed Transaction, or (ii) any claim related to the subject matter of the Consolidated Action, the Proposed Transaction, or the Released Claims is commenced or prosecuted against any of the Released Parties in any court prior to Final Approval of the Settlement, and (following a motion by any Defendant) any such claim is not dismissed with prejudice or stayed in contemplation of dismissal with prejudice following Final Approval. In the event that any such claim is commenced or prosecuted against any of the Released Parties, the Parties shall cooperate and use best efforts to secure the dismissal with prejudice (or a stay in contemplation of dismissal with prejudice, following Final Approval of the Settlement) thereof;

h) for entry of a final and binding judgment dismissing the Consolidated Action with prejudice (whether voluntary or involuntary) and, except as set forth in paragraphs 10 and 11 herein, without costs to any Party;

i) that the Settlement and the payment of any attorneys' fees awarded by the Court pursuant to the Settlement is expressly conditioned upon the Proposed Transaction becoming effective under Delaware law; and

j) that in the event the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

10. **Notice.** Online Resources or its successor(s) in interest shall be responsible for providing notice of the Settlement by mail to the record holder members of the Class in a manner and form as ordered by the Court and Online Resources or its successor(s) in interest shall pay all reasonable costs and expenses incurred in providing notice of the Settlement.

11. **Plaintiffs' Counsel Fees.** Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of fees and expenses in connection with the Consolidated Action (the "Fee Application"). Defendants reserve all rights with respect to the Fee Application. If the Parties are unable to reach agreement regarding a reasonable award of fees and reimbursement of reasonable expenses, the Parties intend to, and do, reserve all arguments in connection with the Fee Application. The Fee Application shall be the sole application for an award of fees or expenses filed by Plaintiffs and/or Plaintiffs' Counsel

or any attorney representing any member of the Class in connection with any litigation concerning the Proposed Transaction. Final resolution by the Court of the Fee Application shall not be a precondition to the dismissal of the Consolidated Action in accordance with the Settlement Agreement, and the Settlement Agreement shall provide that the Fee Application may be considered separately from the proposed Settlement. The failure of the Court to approve the Fee Application in whole or in part shall have no effect on the Settlement. The Parties acknowledge and agree that Online Resources or its successor(s) in interest shall pay, or cause to be paid on behalf of the Online Resources directors and the Company, any fees and expenses awarded by the Court to Plaintiffs' Counsel within 10 days of the entry of an order awarding such fees and expenses. Notwithstanding any other provision of this MOU, no fees or expenses shall be due or payable to Plaintiffs' Counsel pursuant to the Settlement in the absence of consummation of the Proposed Transaction and Final Approval of a final order and judgment entered by the Court which contains a release of the Released Claims. Any such payment shall be made subject to Plaintiffs' Counsel's joint and several obligations to make refunds or repayment to Online Resources (or any successor entity) if any specified condition to the Settlement is not satisfied or, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any dismissal order is reversed or the fee or costs award is reduced or reversed.

12. **Approval.** The Settlement Agreement is subject to the approval of the Court, including the Fee Application referred to in the foregoing paragraph; provided, however, that the Court's approval of the Settlement is not contingent on its approval of the Fee Application. The Parties will attempt in good faith and use their best efforts to negotiate and mutually agree promptly upon the content and form of all documentation as may be required to obtain Final Approval of the Settlement and dismissal of the Consolidated Action.

13. **Binding Effect.** Subject to the terms and conditions set forth herein, including those relating to Confirmatory Discovery, the Parties agree to use their best efforts to achieve: (a) the drafting and execution of a definitive Settlement Agreement by the Parties; (b) Final Approval of the Settlement by the Court; and (c) dismissal with prejudice of the Consolidated Action as to all members of the Class (including Lead Plaintiffs). This MOU shall be rendered null and void and of no force and effect in the event that Final Approval of the Settlement fails to occur, the dismissal of the Consolidated Action fails to occur, Plaintiffs' Counsel do not satisfactorily complete Confirmatory Discovery or, as a result of Confirmatory Discovery, cease in good faith to believe that the Settlement is fair, reasonable and adequate, or the Proposed Transaction is not consummated for any reason. Additionally, all Defendants may, but are not obligated to, declare this MOU null and void in the event that any Released Claims are prosecuted against any of the Released Parties and (subject to a motion by such defendant Released Party(ies)) such claims are not dismissed with prejudice or stayed in contemplation of dismissal of the Consolidated Action. In any event of nullification of this MOU, the Parties shall be deemed to be in the position they were in prior to the execution of this MOU and the statements made herein and in connection with the negotiation of the MOU or the Settlement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Consolidated Action, or to constitute an admission of fact of wrongdoing

by any Party, and neither the existence of this MOU nor its contents nor any statements made in connection with the negotiation of this MOU or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Consolidated Action, or in any other litigation or judicial proceeding, except in connection with any proceeding to enforce the terms of this MOU or in connection with an application by Plaintiffs' Counsel for an award of attorneys' fees and expenses.

14. **Return of Documents.** Plaintiffs' Counsel agree that within ten (10) days of receipt of a written request by any producing party following Final Approval of the Settlement, they will return to the producing party all discovery material obtained from the producing party, including all documents produced by and/or deposition testimony given by, any of Defendants (including, without limitation, their employees, affiliates, agents, representatives, attorneys, and third party advisors) and any materials containing or reflecting discovery material (herein "Discovery Material"), or certify in writing that such Discovery Material has been destroyed; provided, however, that Plaintiffs' Counsel shall be entitled to retain all filings, court papers, and attorney work product containing or reflecting Discovery Material, subject to the requirement that Plaintiffs' Counsel shall not disclose any Discovery Material contained or referenced in such materials to any person except pursuant to court order or agreement with Defendants. The Parties agree to submit to the Court any dispute concerning the return or destruction of Discovery Material.

15. **No Admission.** The fact of and provisions contained in this MOU, and all negotiations, discussions, actions, and proceedings in connection with this MOU shall not be deemed or constitute a presumption, concession, or an admission by any Party, any signatory hereto, or any Released Party of any fault, liability, or wrongdoing or lack of any fault, liability, or wrongdoing, as to any facts or claims alleged or asserted in the Consolidated Action or any other actions or proceedings, and shall not be interpreted, construed, deemed, involved, invoked, offered, or received in evidence or otherwise used by any person in the Consolidated Action or any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of this MOU or in connection with an application by Plaintiffs' Counsel for an award of attorneys' fees and expenses. The fact of and provisions contained in this MOU, and all negotiations, discussions, actions, and proceedings leading up to the execution of this MOU, are confidential and intended for settlement discussions only. If the Settlement does not receive Final Approval, the Parties shall revert to their respective litigation positions as if this MOU never existed.

16. **Choice of Law and Forum Selection.** This MOU, and the Settlement Agreement and Settlement contemplated by it, and any dispute arising out of or relating in any way to this MOU, the Settlement Agreement, or the Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to conflict of laws principles. Each of the Parties (a) irrevocably submits to the personal jurisdiction of any state or federal court sitting in Wilmington, Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action, or proceeding arising out of or relating to this MOU, the Settlement, and/or the Settlement Agreement, (b) agrees that all claims in respect of such suit, action, or proceeding shall be brought, heard, and determined

exclusively in the Court of Chancery (provided that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard, and determined exclusively in any other state or federal court sitting in Wilmington, Delaware), (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees not to bring any action or proceeding arising out of or relating to this MOU, the Settlement, and/or the Settlement Agreement in any other court, and (e) expressly waives, and agrees not to plead or to make any claim that any such action or proceeding is subject (in whole or in part) to a jury trial. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph. Each of the Parties further agrees to waive any bond, surety, or other security that might be required of any other party with respect to any action or proceeding, including an appeal thereof. Each of the Parties further consents and agrees that process in any suit, action, or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law, and in the case of Plaintiffs by giving such written notice to Rigrodsky & Long, P.A., Attention Seth D. Rigrodsky, 2 Righter Parkway, Suite 120, Wilmington, Delaware 19803 and Faruqi & Faruqi, LLP, Attention Peter B. Andrews, 20 Montchanin Rd., Suite 145, Wilmington, Delaware 19807.

17. **Execution by Counterparts.** The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this MOU in the presence of all other Parties.

18. **Severability.** Should any part of this MOU be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this MOU should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19. **Miscellaneous.** This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof, supersedes all written or oral communications, agreements, or understandings that may have existed prior to the execution of this MOU, and may be waived, modified, or amended only by a writing signed by the signatories hereto. This MOU shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns; *provided,* that no Party shall assign or delegate its rights or responsibilities under this MOU without the prior written consent of the other Parties. The Released Parties who are not signatories hereto shall be third party beneficiaries under this MOU entitled to enforce this MOU in accordance with its terms.

[Signatures Appear On The Following Pages]

Of Counsel:

Donald J. Enright
LEVI & KORSINSKY, LLP
1101 30th Street, N.W., Suite 115
Washington, DC 20007
(202) 524-4290

Co-Lead Counsel for Plaintiffs

Of Counsel:

Juan E. Monteverde
FARUQI & FARUQI, LLP
369 Lexington Ave., Tenth Floor
New York, NY 10017
(212) 983-9330

Co-Lead Counsel for Plaintiffs

Guri Ademi
ADEMI & O'REILLY, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000

/s/ Brian D. Long

Seth D. Rigrodsky (#3147)
Brian D. Long (#4347)
Gina M. Serra (#5387)
RIGRODSKY & LONG, P.A.
2 Righter Parkway, Suite 120
Wilmington, DE 19803
(302) 295-5310

Co-Liaison Counsel for Plaintiffs

/s/ Peter B. Andrews

Peter B. Andrews (#4623)
Craig J. Springer (#5529)
FARUQI & FARUQI, LLP
20 Montchanin Road, Suite 145
Wilmington, DE 19807
(302) 482-3182

Co-Liaison Counsel for Plaintiffs

Of Counsel:

Evan J. Smith
Marc L. Ackerman
BRODSKY & SMITH, LLC
Two Bala Plaza, Suite 602
Bala Cynwyd, PA 19004
(610) 667-6200

Co-Lead Counsel for Plaintiffs

Willie Briscoe
THE BRISCOE LAW FIRM, PLLC
8117 Preston Road, Suite 300
Dallas, TX 75225
(214) 706-9314

Patrick Powers
POWERS TAYLOR LLP
8150 N. Central Expressway
Suite 1575
Dallas, TX 75206
(214) 239-4565

/s/ Blake A. Bennett
Blake A. Bennett (#5133)
COOCH AND TAYLOR
100 West Street, 10th Floor
Wilmington, DE 19801
(302) 984-3800

Attorneys for Plaintiff James Saxton

Of Counsel:

MORRIS MANNING & MARTIN, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326
(404) 233-7000

/s/ Kevin G. Abrams
Kevin G. Abrams (#2375)
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807
(302) 778-1000

Attorneys for Defendants Online Resources Corporation, Joseph Cowan, John Dorman, Edward Horowitz, Bruce Jaffe, Donald Layden, Jr., Michael Leitner, Ervin Shames, William Washecka, and Barry Wessler

/s/ Gregory C. Scaglione

Gregory C. Scaglione
KOLEY JESSEN P.C., L.L.O.
One Pacific Place
1125 South 103rd Street, Suite 800
Omaha, NE 68124
(402) 390-9500

Attorneys for Defendants ACI Worldwide, Inc. and Ocelot Acquisition Corp.

Dated: February 25, 2013