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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 25, 2021 (February 24, 2021)

Commission File Number 0-25346

ACI WORLDWIDE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**47-0772104**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
3520 Kraft Rd, Suite 300 Naples, Florida	**34105**
(Address of Principal Executive Offices)	**(Zip Code)**

(239) 403-4660
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.005 par value	**ACIW**	**Nasdaq Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.02. Results of Operation and Financial Condition.

On February 25, 2021, ACI Worldwide, Inc. ("the Company") issued a press release announcing its financial results for the three months and year ended December 31, 2020. A copy of this press release is attached hereto as Exhibit 99.1. Following the publication of the earnings release, the Company hosted an earnings call in which its financial results were discussed. The investor presentation materials used for the call are attached as Exhibit 99.2 hereto.

The foregoing information (including the exhibits hereto) is being furnished under "Item 2.02 – Results of Operations and Financial Condition" and "Item 7.01 – Regulation FD Disclosure." Such information (including the exhibits hereto) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

The filing of this report and the furnishing of this information pursuant to Items 2.02 and 7.01 do not mean that such information is material or that disclosure of such information is required.

Item 7.01. Regulation FD Disclosure.

See "Item 2.02 – Results of Operation and Financial Condition" above.

Item 8.01. Other Events.

Agreement with Starboard

On February 24, 2021, the Company entered into an agreement (the "Agreement") with Starboard Value LP and certain of its affiliates (collectively, "Starboard").

Pursuant to the Agreement, the Company agreed to, by no later than March 26, 2021, amend the Company's Amended and Restated By-laws (the "By-laws") to increase the maximum number of directors on the Company's board of directors (the "Board") from ten to twelve and appoint to the Board two new independent directors (the "New Independent Directors") to be selected from a list of independent director candidates agreed between the Company and Starboard. The Company also agreed to include the New Independent Directors in the Company's slate of recommended director nominees standing for election at the 2021 annual meeting of the Company's shareholders (the "2021 Annual Meeting") and that two incumbent directors will not stand for re-election at the 2021 Annual Meeting. Following the 2021 Annual Meeting, the Company may not increase the size of the Board to more than ten directors without Starboard's written consent until the earlier of (x) the date that is fifteen business days prior to the deadline for the submission of shareholder nominations for the 2022 annual meeting of the Company's shareholders pursuant to the By-laws or (y) the date that is ninety days prior to the first anniversary of the 2021 Annual Meeting (the "Standstill Period").

Pursuant to the Agreement, Thomas Cusack, a representative of Starboard, will serve as an observer to the Board on the terms set forth in the Agreement and subject to certain conditions, including Mr. Cusack's and Starboard's execution of a confidentiality agreement in a form agreed between the Company and Starboard.

With respect to the 2021 Annual Meeting, Starboard has agreed to, among other things, vote all shares of the Company's common stock beneficially owned by Starboard in favor of the Company's director nominees and in accordance with the Board's recommendations on all other proposals, subject to certain conditions. Starboard has also agreed to customary standstill provisions, effective as of the date of the Agreement through the Standstill Period.

The Agreement also includes provisions regarding committee membership of the New Independent Directors, procedures for determining any replacements for the New Independent Directors, non-disparagement and expense reimbursement, among other matters.

The foregoing description of the terms and conditions of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 99.3 hereto and is incorporated herein by reference.

Press Release

On February 25, 2021, the Company and Starboard jointly issued a press release announcing the Agreement. A copy of the press release is attached as Exhibit 99.4 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

99.1	Press Release dated February 25, 2021
99.2	Investor presentation materials dated February 25, 2021
99.3	Agreement, dated as of February 24, 2021, by and between the Company and Starboard
99.4	Press Release, dated February 25, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ACI WORLDWIDE, INC.
(Registrant)

Date: February 25, 2021

By: /s/ SCOTT W. BEHRENS

Scott W. Behrens

Executive Vice President, Chief Financial Officer and Chief Accounting Officer

(Principal Financial Officer)

Exhibit 99.1

ACI Worldwide

ACI Worldwide, Inc. Reports Financial Results for the Quarter and Full Year Ended December 31, 2020

2020 HIGHLIGHTS

- Revenue of $1.294 billion, up 3% from 2019
- Net income of $73 million, up 8% from 2019
- Adjusted EBITDA of $359 million, up 17% from 2019
- Net adjusted EBITDA margin improved to 37% from 33% in 2019
- Cash flow from operating activities of $336 million, up 144% compared to 2019

NAPLES, FL — February 25, 2021 — ACI Worldwide (NASDAQ: ACIW), a leading global provider of real-time digital payment software and solutions, announced financial results today for the quarter and full year ended December 31, 2020.

"The continued execution of our three-pillar strategic plan is enabling ACI to be fit-for-growth, more agile and customer-centric," said Odilon Almeida, president and CEO of ACI Worldwide. "With our strong fourth quarter performance and our continued momentum, I am confident that 2021 will be an important milestone year for ACI. We expect to achieve, for the first time ever, the rule of 40. As a part of our three-pillar strategic plan, we will also undertake a thorough strategic review of our business portfolio to enhance ACI's growth profile and maximize long-term value to our shareholders."

FULL YEAR 2020 FINANCIAL SUMMARY

Full year 2020 total bookings were $1.495 billion, up 21% from 2019, while new bookings were $737 million, up 36% from 2019. New bookings in our On Demand business more than doubled over last year, while new bookings in our On Premise license software business declined due to COVID-related delays in purchasing decisions by our bank customers.

Full year 2020 revenue was $1.29 billion, up 3% from $1.26 billion in 2019. Total recurring revenue was $981 million, up 10% from $891 million in 2019.

Net income in 2020 was $73 million, up 8% from $67 million in 2019. Adjusted EBITDA in 2020 was $359 million, up 17% from $308 million in 2019. Net adjusted EBITDA margin improved to 37% from 33% in 2019 due primarily to cost reduction initiatives, as well as the Speedpay acquisition. Net adjusted EBITDA and On Demand segment margins are adjusted for pass through interchange revenue of $334 million and $322 million, for 2020 and 2019, respectively.

In 2020, revenue from ACI's On Demand segment was $769 million, up 13% from $679 million in 2019 driven by the Speedpay acquisition. On Demand segment net adjusted EBITDA margin improved to 34% from 19% in 2019.

ACI's On Premise segment revenue was $525 million, down 9% from $579 million in 2019 primarily as a result of lower non-recurring license revenue. On Premise segment adjusted EBITDA margin was 55%, flat with 2019.

ACI ended 2020 with a 12-month backlog of $1.3 billion and a 60-month backlog of $6 billion. After adjusting for foreign currency fluctuations, our 12-month backlog increased $148 million and our 60-month backlog increased $157 million from year end 2019. Cash flow from operating activities in 2020 was $336 million, up 144% compared to 2019. ACI ended 2020 with $165 million in cash on hand and a debt balance of $1.2 billion. During the year, the company paid down $223 million of debt and repurchased one million shares for $29 million. The Company has $112 million remaining on its share repurchase authorization.

2021 GUIDANCE

We expect COVID-19-related headwinds to persist through the first half of 2021 and for growth to accelerate to the mid-single digits in the second half of the year. For the full year 2021 we expect adjusted EBITDA to be in a range of $375 million to $385 million with net adjusted EBITDA margin expansion. This excludes one-time charges to implement cost reduction initiatives as communicated at the company's Analyst Day in November 2020. We expect revenue to be between $270 million and $280 million and adjusted EBITDA of $25 million to $35 million in Q1 2021.

CONFERENCE CALL TO DISCUSS FINANCIAL RESULTS

Management will host a conference call at 8:30 am ET today to discuss these results. Interested persons may access a real-time audio broadcast of the teleconference at http://investor.aciworldwide.com/ or use the following numbers for dial-in participation: US/Canada: (866) 914-7436, international: +1 (817) 385-9117. Please provide your name, the conference name ACI Worldwide, Inc. and conference code 4694778. There will be a replay of the call available for two weeks on (855) 859-2056 for US/Canada callers and +1 (404) 537-3406 for international participants.

About ACI Worldwide

ACI Worldwide is a global software company that provides mission-critical real-time payment solutions to corporations. Customers use our proven, scalable and secure solutions to process and manage digital payments, enable omni-commerce payments, present and process bill payments, and manage fraud and risk. We combine our global footprint with local presence to drive the real-time digital transformation of payments and commerce.

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To supplement our financial results presented on a GAAP basis, we use the non-GAAP measures indicated in the tables, which exclude significant transaction-related expenses, as well as other significant non-cash expenses such as depreciation, amortization and stock-based compensation, that we believe are helpful in understanding our past financial performance and our future results. The presentation of these non-GAAP financial measures should be considered in addition to our GAAP results and are not intended to be considered in isolation or as a substitute for the financial information prepared and presented in accordance with GAAP. Management generally compensates for limitations in the use of non-GAAP financial measures by relying on comparable GAAP financial measures and providing investors with a reconciliation of non-GAAP financial measures only in addition to and in conjunction with results presented in accordance with GAAP.

We believe that these non-GAAP financial measures reflect an additional way to view aspects of our operations that, when viewed with our GAAP results, provide a more complete understanding of factors and trends affecting our business. Certain non-GAAP measures include:

- Adjusted EBITDA: net income plus income tax expense, net interest income (expense), net other income (expense), depreciation, amortization and stock-based compensation, as well as significant transaction-related expenses. Adjusted EBITDA should be considered in addition to, rather than as a substitute for, net income.

- Net Adjusted EBITDA Margin: Adjusted EBITDA divided by revenue net of pass through interchange revenue. Net Adjusted EBITDA Margin should be considered in addition to, rather than as a substitute for, net income.

- Diluted EPS adjusted for non-cash and significant transaction related items: diluted EPS plus tax effected significant transaction related items, amortization of acquired intangibles and software, non-cash stock-based compensation, and discreet income tax times. Diluted EPS adjusted for non-cash and significant transaction related items should be considered in addition to, rather than as a substitute for, diluted EPS.

ACI also includes backlog estimates, which includes all SaaS and PaaS, license, maintenance, and services revenue specified in executed contracts that will be recognized in future periods, as well as revenue from assumed contract renewals to the extent that we believe recognition of the related revenue will occur within the corresponding backlog period. We have historically included assumed renewals in backlog estimates based upon automatic renewal provisions in the executed contract and our historic experience with customer renewal rates.

Backlog is considered a non-GAAP financial measure as defined by SEC Regulation G. Our 60-month backlog estimates are derived using the following key assumptions:

- License arrangements are assumed to renew at the end of their committed term or under the renewal option stated in the contract at a rate consistent with historical experience. If the license arrangement includes extended payment terms, the renewal estimate is adjusted for the effects of a significant financing component.

- Maintenance fees are assumed to exist for the duration of the license term for those contracts in which the committed maintenance term is less than the committed license term.

- SaaS and PaaS arrangements are assumed to renew at the end of their committed term at a rate consistent with our historical experiences.

- Foreign currency exchange rates are assumed to remain constant over the 60-month backlog period for those contracts stated in currencies other than the U.S. dollar.

- Our pricing policies and practices are assumed to remain constant over the 60-month backlog period.

Estimates of future financial results require substantial judgment and are based on several assumptions as described above. These assumptions may turn out to be inaccurate or wrong for reasons outside of management’s control. For example, our customers may attempt to renegotiate or terminate their contracts for many reasons, including mergers, changes in their financial condition, or general changes in economic conditions (e.g. economic declines resulting from COVID-19) in the customer’s industry or geographic location. We may also experience delays in the development or delivery of products or services specified in customer contracts, which may cause the actual renewal rates and amounts to differ from historical experiences. Changes in foreign currency exchange rates may also impact the amount of revenue recognized in future periods. Accordingly, there can be no assurance that amounts included in backlog estimates will generate the specified revenues or that the actual revenues will be generated within the corresponding 60-month period. Additionally, because certain components of Committed Backlog and all of Renewal Backlog estimates are operating metrics, the estimates are not required to be subject to the same level of internal review or controls as a contracted but not recognized Committed Backlog.

Backlog estimates should be considered in addition to, rather than as a substitute for, reported revenue and contracted but not recognized revenue (including deferred revenue).

FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. Generally, forward-looking statements do not relate strictly to historical or current facts and may include words or phrases such as “believes,” “will,” “expects,” “anticipates,” “intends,” and words and phrases of similar impact. The forward-looking statements are made pursuant to safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

Forward-looking statements in this press release include, but are not limited to, statements regarding: (i) expectations that our three-pillar strategic plan is enabling ACI to be fit-for-growth, and more agile and customer-centric, (ii) our confidence that 2021 will be an important milestone year, (iii) expectations to achieve, for the first time ever, the rule of 40, (iv) plans to also undertake a thorough strategic review of our business portfolio to enhance ACI's growth profile and maximize long-term value to our shareholders, and (v) 2021 financial expectations, including expectations for COVID 19 related headwinds to persist through the first half of 2021 and for growth to accelerate to the mid single digits in the second half of the year, 2021 adjusted EBITDA, net adjusted EBITDA margin expansion, and first quarter 2021 revenue and adjusted EBITDA.

All of the foregoing forward-looking statements are expressly qualified by the risk factors discussed in our filings with the Securities and Exchange Commission. Such factors include, but are not limited to, increased competition, demand for our products, restrictions and other financial covenants in our debt agreements, consolidations and failures in the financial services industry, customer reluctance to switch to a new vendor, the accuracy of management's backlog estimates, failure to obtain renewals of customer contracts or to obtain such renewals on favorable terms, delay or cancellation of customer projects or inaccurate project completion estimates, volatility and disruption of the capital and credit markets and adverse changes in the global economy, events outside of our control including natural disasters, wars, and outbreaks of disease, our ability to attract and retain senior management personnel and skilled technical employees, our existing levels of debt, potential adverse effects from the impending replacement of LIBOR, impairment of our goodwill or intangible assets, litigation, future acquisitions, strategic partnerships and investments, integration of and achieving benefits from the Speedpay acquisition, the complexity of our products and services and the risk that they may contain hidden defects or be subjected to security breaches or viruses, compliance of our products with applicable legislation, governmental regulations and industry standards, our ability to protect customer information from security breaches or attacks, our compliance with privacy regulations, our ability to adequately defend our intellectual property, exposure to credit or operating risks arising from certain payment funding methods, the cyclical nature of our revenue and earnings and the accuracy of forecasts due to the concentration of revenue-generating activity during the final weeks of each quarter, business interruptions or failure of our information technology and communication systems, our offshore software development activities, risks from operating internationally, including fluctuations in currency exchange rates, exposure to unknown tax liabilities, and volatility in our stock price. For a detailed discussion of these risk factors, parties that are relying on the forward-looking statements should review our filings with the Securities and Exchange Commission, including our most recently filed Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q.

ACI WORLDWIDE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(unaudited and in thousands, except share and per share amounts)

	December 31,	
	2020	2019
ASSETS		
Current assets		
Cash and cash equivalents	$ 165,374	$ 121,398
Receivables, net of allowances	342,879	359,197
Settlement assets	605,008	391,039
Prepaid expenses	24,288	24,542
Other current assets	17,365	24,200
Total current assets	1,154,914	920,376
Noncurrent assets		
Accrued receivables, net	215,772	213,041
Property and equipment, net	64,734	70,380
Operating lease right-of-use assets	41,243	57,382
Software, net	196,456	234,517
Goodwill	1,280,226	1,280,525
Intangible assets, net	321,983	356,969
Deferred income taxes, net	57,476	51,611
Other noncurrent assets	54,099	72,733
TOTAL ASSETS	$ 3,386,903	$ 3,257,534
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 41,223	$ 37,010
Settlement liabilities	604,096	368,719
Employee compensation	48,560	29,318
Current portion of long-term debt	34,265	34,148
Deferred revenue	95,849	65,784
Other current liabilities	81,612	76,971
Total current liabilities	905,605	611,950
Noncurrent liabilities		
Deferred revenue	33,564	53,155
Long-term debt	1,120,742	1,339,007
Deferred income taxes, net	40,504	32,053
Operating lease liabilities	39,958	46,766
Other noncurrent liabilities	39,933	44,635
Total liabilities	2,180,306	2,127,566
Commitments and contingencies		
Stockholders' equity		
Preferred stock	—	—
Common stock	702	702
Additional paid-in capital	682,431	667,658
Retained earnings	1,003,490	930,830
Treasury stock	(387,581)	(377,639)
Accumulated other comprehensive loss	(92,445)	(91,583)
Total stockholders' equity	1,206,597	1,129,968
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 3,386,903	$ 3,257,534

ACI WORLDWIDE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited and in thousands, except per share amounts)

	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Revenues				
Software as a service and platform as a service	$ 205,288	$ 203,661	$ 769,180	$ 677,669
License	111,858	122,584	246,896	288,261
Maintenance	52,619	53,738	211,697	213,409
Services	17,279	19,937	66,549	78,955
Total revenues	387,044	399,920	1,294,322	1,258,294
Operating expenses				
Cost of revenue (1)	150,697	173,104	622,459	617,453
Research and development	31,118	34,601	139,293	146,573
Selling and marketing	26,875	30,875	103,567	123,684
General and administrative	49,784	27,174	152,468	135,296
Depreciation and amortization	32,863	31,753	131,791	111,532
Total operating expenses	291,337	297,507	1,149,578	1,134,538
Operating income	95,707	102,413	144,744	123,756
Other income (expense)				
Interest expense	(12,392)	(18,109)	(56,630)	(64,033)
Interest income	2,847	2,949	11,628	11,967
Other, net	5,245	3,399	(1,116)	520
Total other income (expense)	(4,300)	(11,761)	(46,118)	(51,546)
Income before income taxes	91,407	90,652	98,626	72,210
Income tax expense	24,261	35,166	25,966	5,148
Net income	$ 67,146	$ 55,486	$ 72,660	$ 67,062
Income per common share				
Basic	$ 0.57	$ 0.48	$ 0.62	$ 0.58
Diluted	$ 0.56	$ 0.47	$ 0.62	$ 0.57
Weighted average common shares outstanding				
Basic	116,934	115,695	116,397	116,175
Diluted	119,375	118,898	118,079	118,571

(1) The cost of revenue excludes charges for depreciation but includes amortization of purchased and developed software for resale.

ACI WORLDWIDE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited and in thousands)

	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Cash flows from operating activities:				
Net income	$ 67,146	$ 55,486	$ 72,660	$ 67,062
Adjustments to reconcile net income to net cash flows from operating activities:				
Depreciation	6,716	6,176	24,728	24,092
Amortization	28,596	27,850	115,588	98,477
Amortization of operating lease right-of-use assets	9,303	5,057	23,448	15,934
Amortization of deferred debt issuance costs	1,189	1,219	4,802	4,128
Deferred income taxes	13,889	17,183	3,349	(22,140)
Stock-based compensation expense	6,659	6,435	29,602	36,763
Other	1,678	2,744	6,017	5,175
Changes in operating assets and liabilities, net of impact of acquisitions:				
Receivables	(32,468)	(53,744)	8,793	(19,054)
Accounts payable	804	711	2,484	(7,703)
Accrued employee compensation	4,906	(12,569)	18,491	(10,829)
Deferred revenue	(4,940)	(19,826)	9,421	(37,561)
Other current and noncurrent assets and liabilities	40,766	11,989	16,919	(16,695)
Net cash flows from operating activities	144,244	48,711	336,302	137,649
Cash flows from investing activities:				
Purchases of property and equipment	(3,713)	(4,360)	(17,804)	(23,099)
Purchases of software and distribution rights	(7,273)	(6,350)	(28,829)	(24,915)
Acquisition of businesses, net of cash acquired	—	—	—	(757,268)
Other	15,934	(6,725)	15,934	(25,199)
Net cash flows from investing activities	4,948	(17,435)	(30,699)	(830,481)
Cash flows from financing activities:				
Proceeds from issuance of common stock	906	929	3,759	3,591
Proceeds from exercises of stock options	5,406	6,308	11,924	12,985
Repurchase of stock-based compensation awards for tax withholdings	(418)	(1,164)	(11,568)	(3,986)
Repurchases of common stock	—	—	(28,881)	(35,617)
Proceeds from revolving credit facility	—	—	30,000	280,000
Repayment of revolving credit facility	(105,000)	(26,000)	(214,000)	(41,000)
Proceeds from term portion of credit agreement	—	—	—	500,000
Repayment of term portion of credit agreement	(9,738)	(9,738)	(38,950)	(28,900)
Payments for debt issuance costs	—	—	—	(12,830)
Payments on or proceeds from other debt, net	(3,810)	1,189	(13,854)	(7,020)
Net cash flows from financing activities	(112,654)	(28,476)	(261,570)	667,223
Effect of exchange rate fluctuations on cash	(5,009)	(2,983)	(57)	(1,495)
Net increase (decrease) in cash and cash equivalents	31,529	(183)	43,976	(27,104)
Cash and cash equivalents, beginning of period	133,845	121,581	121,398	148,502
Cash and cash equivalents, end of period	$ 165,374	$ 121,398	$ 165,374	$ 121,398

Adjusted EBITDA (millions)	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Net income	$ 67.1	$ 55.5	$ 72.7	$ 67.1
Plus:				
Income tax expense	24.3	35.2	26.0	5.1
Net interest expense	9.5	15.2	45.0	52.1
Net other (income) expense	(5.2)	(3.4)	1.1	(0.5)
Depreciation expense	6.7	6.2	24.7	24.1
Amortization expense	28.6	27.9	115.6	98.5
Non-cash stock-based compensation expense	6.7	6.4	29.6	36.8
Adjusted EBITDA before significant transaction-related expenses	$ 137.7	$ 143.0	$ 314.7	$ 283.2
Significant transaction-related expenses:				
Employee related actions	11.0	0.8	24.3	0.8
Facility closures	6.5	1.3	10.2	1.3
Other	1.4	0.6	10.1	22.8
Adjusted EBITDA	$ 156.6	$ 145.7	$ 359.3	$ 308.1
Net Revenue				
Revenue	$ 387.0	$ 399.9	$ 1,294.3	$ 1,258.3
Interchange	82.5	99.4	334.3	321.5
Total	$ 304.5	$ 300.5	$ 960.0	$ 936.8
Net Adjusted EBITDA Margin	51 %	48 %	37 %	33 %

Segment Information (millions)	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Revenue				
ACI On Demand	205.3	203.7	769.2	679.0
ACI On Premise	$ 181.7	$ 196.2	$ 525.1	$ 579.3
Total	$ 387.0	$ 399.9	$ 1,294.3	$ 1,258.3
Interchange				
ACI On Demand	$ 82.5	$ 99.4	$ 334.3	$ 321.5
Net Revenue				
ACI On Demand	$ 122.8	$ 104.3	$ 434.9	$ 357.5
ACI On Premise	181.7	196.2	525.1	579.3
Total	$ 304.5	$ 300.5	$ 960.0	$ 936.8
Segment Adjusted EBITDA				
ACI On Demand	$ 60.2	$ 30.9	$ 149.6	$ 66.5
ACI On Premise	$ 130.7	$ 136.4	$ 290.3	$ 321.3
Segment Net Adjusted EBITDA Margin				
ACI On Demand	49 %	30 %	34 %	19 %
ACI On Premise	72 %	70 %	55 %	55 %

EPS Impact of Non-cash and Significant Transaction-related Items (millions)	Three Months Ended December 31,			
	2020		2019	
	EPS Impact	$ in Millions (Net of Tax)	EPS Impact	$ in Millions (Net of Tax)
GAAP net income	$ 0.56	$ 67.1	$ 0.47	$ 55.5
Adjusted for:				
Significant transaction-related expenses	0.12	14.5	0.02	2.0
Amortization of acquisition-related intangibles	0.06	7.0	0.06	7.1
Amortization of acquisition-related software	0.06	7.5	0.07	8.2
Non-cash stock-based compensation	0.04	5.1	0.04	4.9
Total adjustments	$ 0.28	$ 34.1	$ 0.19	$ 22.2
Diluted EPS adjusted for non-cash and significant transaction-related items	$ 0.84	$ 101.2	$ 0.66	$ 77.7

EPS Impact of Non-cash and Significant Transaction-related Items (millions)	Years Ended December 31,			
	2020		2019	
	EPS Impact	$ in Millions (Net of Tax)	EPS Impact	$ in Millions (Net of Tax)
GAAP net income	$ 0.62	$ 72.7	$ 0.57	$ 67.1
Adjusted for:				
Tax benefit from release of valuation allowance	—	—	(0.13)	(15.5)
Significant transaction-related expenses	0.29	34.2	0.16	18.9
Amortization of acquisition-related intangibles	0.24	28.2	0.20	24.2
Amortization of acquisition-related software	0.27	31.8	0.24	29.0
Non-cash stock-based compensation	0.19	22.5	0.24	27.9
Total adjustments	$ 0.99	$ 116.7	$ 0.71	$ 84.5
Diluted EPS adjusted for non-cash and significant transaction-related items	$ 1.61	$ 189.4	$ 1.28	$ 151.6

Recurring Revenue (millions)	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
SaaS and PaaS fees	$ 205.3	$ 203.7	$ 769.2	$ 677.7
Maintenance fees	52.6	53.7	211.7	213.4
Recurring Revenue	$ 257.9	$ 257.4	$ 980.9	$ 891.1

Exhib

ACI Worldwide
Real-Time Payments

ACI WORLDWIDE

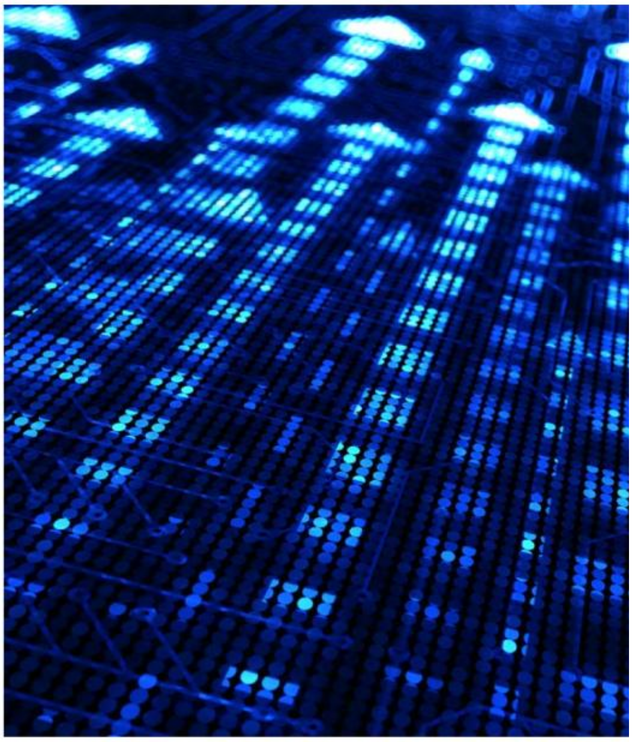
Q4 and FY 2020

EARNINGS PRESENTATION

February 25, 2021

Private Securities Litigation Reform Act of 199
Safe Harbor for Forward-Looking Statements

This presentation contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. The forward-looking statements are made pursuant to safe harbor provisions of the Private Securities Litigation Reform Act of 1995. A discussion of these forward-looking statements and risk factors that may affect them is set forth at the end of this presentation. The Company assumes no obligation to update any forward-looking statement in this presentation, except as required by law.



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Year in Review

Odilon Almeida

President and Chief Executive Officer

ACI Worldwide

Three Pillar Strategy for the New AC

FIT FOR GROWTH

Drive **organic growth** through operational discipline and a strong sales culture

FOCUSED ON GROWTH

Focus **R&D on growth-rich solutions** supported by innovation

STEP CHANGE VALUE CREATION

Accretive **M&A to drive additional growth and value creation**

- New strategy implemented and generating results
- Cost discipline creating strong margin improvement
- Focus on real-time payments, large sophisticated global merchants and fast-growing emerging markets
- Plan a thorough strategic review of our business portfolio to enhance growth profile

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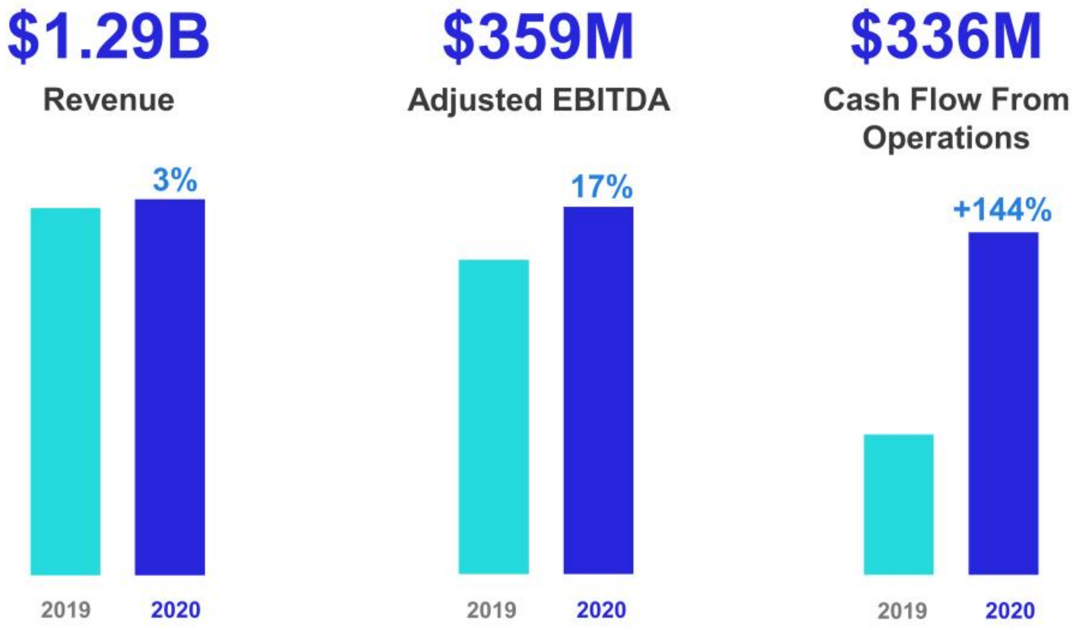
Financial Review

Scott Behrens

Chief Financial Officer

ACI Worldwide

Key 2020 Takeaways



- Recurring revenue grew 10% to 76% of total revenue in 2020 versus 71% in 2019
- Net adjusted EBITDA margin of 37%, up from 33% in 2019

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Key 2020 Takeaways

Margin and Cash Flow Up Materially

- Net adjusted EBITDA margin of 37%, up from 33% in 2019
  - ACI On Demand revenue increased 13%, while net adjusted EBITDA margin improved to 34% versus 19% in 201
  - ACI On Premise revenue decreased 9% and adjusted EBITDA margin was 55% flat with 2019
- Cash flow from operating activities of $336 million, up 144% compared to 2019
- Repurchased 1 million shares for $29 million
  - $112 million remaining on share repurchase authorization
- Ended year with $165 million in cash; approximately $444 million of available credit facility
- Debt balance of $1.2 billion
  - Paid down $223 million in debt during the year and $115 million in Q4
  - Represents net debt leverage of 2.8x
  - Maximum net debt leverage 4.75x

2021 Guidance

- Expect COVID-19-related headwinds to persist through the first half of 2021 and for growth to accelerate to the mid-s digits in the second half of the year
- Expect 2021 adjusted EBITDA to be in a range of $375 million to $385 million, with net adjusted EBITDA margin expansion
- Expect Q1 2021 revenue to be between $270 million and $280 million and adjusted EBITDA of $25 million to $35 mil

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Appendix

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Supplemental Financial Data

Adjusted EBITDA (millions)	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Net income	$ 67.1	$ 55.5	$ 72.7	$ 67
Plus:				
Income tax expense	24.3	35.2	26.0	5
Net interest expense	9.5	15.2	45.0	52
Net other (income) expense	(5.2)	(3.4)	1.1	(0
Depreciation expense	6.7	6.2	24.7	24
Amortization expense	28.6	27.9	115.6	98
Non-cash stock-based compensation expense	6.7	6.4	29.6	36
Adjusted EBITDA before significant transaction-related expenses	**$ 137.7**	**$ 143.0**	**$ 314.7**	**$ 283**
Significant transaction-related expenses:				
Employee related actions	11.0	0.8	24.3	0
Facility closures	6.5	1.3	10.2	1
Other	1.4	0.6	10.1	22
Adjusted EBITDA	**$ 156.6**	**$ 145.7**	**$ 359.3**	**$ 308**
Net Revenue				
Revenue	$ 387.0	$ 399.9	$ 1,294.3	$ 1,258
Interchange	82.5	99.4	334.3	321
Total	**$ 304.5**	**$ 300.5**	**$ 960.0**	**$ 936**
Net Adjusted EBITDA Margin	**51 %**	**48 %**	**37 %**	[illegible]

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Supplemental Financial Data

Segment Information (millions)	Three Months Ended December 31,		Years Ended December 31,	
	2020	2019	2020	2019
Revenue				
ACI On Demand	$ 205.3	$ 203.7	$ 769.2	$ 679
ACI On Premise	181.7	196.2	525.1	579
Total	**$ 387.0**	**$ 399.9**	**$ 1,294.3**	**$ 1,258**
Interchange				
ACI On Demand	$ 82.5	$ 99.4	$ 334.3	$ 321
Net Revenue				
ACI On Demand	$ 122.8	$ 104.3	$ 434.9	$ 357
ACI On Premise	181.7	196.2	525.1	579
Total	**$ 304.5**	**$ 300.5**	**$ 960.0**	**$ 936**
Segment Adjusted EBITDA				
ACI On Demand	$ 60.2	$ 30.9	$ 149.6	$ 66
ACI On Premise	$ 130.7	$ 136.4	$ 290.3	$ 321
Segment Net Adjusted EBITDA Margin				
ACI On Demand	49 %	30 %	34 %	[illegible]
ACI On Premise	72 %	70 %	55 %	[illegible]

ACI Worldwide

Supplemental Financial Data

EPS impact of non-cash and significant transaction-related items (millions)	Three Months Ended December 31,							
	2020				2019			
	EPS Impact		$ in Millions (Net of Tax)		EPS Impact		$ in Millio (Net of Ta	
GAAP net income	$	**0.56**	$	**67.1**	$	**0.47**	$	**5**
Adjusted for:								
Significant transaction-related expenses		0.12		14.5		0.02		
Amortization of acquisition-related intangibles		0.06		7.0		0.06		7
Amortization of acquisition-related software		0.06		7.5		0.07		
Non-cash stock-based compensation		0.04		5.1		0.04		
Total adjustments	$	**0.28**	$	**34.1**	$	**0.19**	$	**2**
Diluted EPS adjusted for non-cash and significant transaction-related items	$	**0.84**	$	**101.2**	$	**0.66**	$	**7**

EPS impact of non-cash and significant transaction-related items (millions)	Years Ended December 31,							
	2020				2019			
	EPS Impact		$ in Millions (Net of Tax)		EPS Impact		$ in Millio (Net of Ta	
GAAP net income	$	**0.62**	$	**72.7**	$	**0.57**	$	**6**
Adjusted for:								
Tax benefit from release of valuation allowances		—		—		(0.13)		(1
Significant transaction-related expenses		0.29		34.2		0.16		1
Amortization of acquisition-related intangibles		0.24		28.2		0.20		2
Amortization of acquisition-related software		0.27		31.8		0.24		2
Non-cash stock-based compensation		0.19		22.5		0.24		2
Total adjustments	$	**0.99**	$	**116.7**	$	**0.71**	$	**8**
Diluted EPS adjusted for non-cash and significant transaction-related items	$	**1.61**	$	**189.4**	$	**1.28**	$	**15**

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Supplemental Financial Data

Bookings by Type (millions)	Three Months Ended December 31, 2020		Three Months Ended December 31, 2019		Years Ended December 31, 2020		Years Ended December 31, 2019	
New Account & New Application	$	107.7	$	65.8	$	275.4	$	2
Add-on		239.6		138.8		461.6		3
Term Extensions		270.8		400.0		757.9		6
Total Bookings	**$**	**618.1**	**$**	**604.6**	**$**	**1,494.9**	**$**	**1,2**

Recurring Revenue (millions)	Three Months Ended December 31, 2020		Three Months Ended December 31, 2019		Years Ended December 31, 2020		Years Ended December 31, 2019	
SaaS and PaaS fees	$	205.3	$	203.7	$	769.2	$	6
Maintenance fees		52.6		53.7		211.7		2
Total Bookings	**$**	**257.9**	**$**	**257.4**	**$**	**980.9**	**$**	**8**

	Three Months Ended									
Backlog 60-Month (millions)	**December 31, 2020**		**September 30, 2020**		**June 30, 2020**		**March 31, 2020**		**December 3 2019**	
ACI On Demand	$	3,965	$	3,868	$	3,863	$	3,781	$	3,8
ACI On Premise		2,074		2,041		1,976		1,933		1,9
Backlog 60-Month	**$**	**6,039**	**$**	**5,909**	**$**	**5,839**	**$**	**5,714**	**$**	**5,8**

Non-GAAP Financial Measures

To supplement our financial results presented on a GAAP basis, we use the non-GAAP measures indicated in the tables, which excl significant transaction related expenses, as well as other significant non-cash expenses such as depreciation, amortization, and st based compensation, that we believe are helpful in understanding our past financial performance and our future results. presentation of these non-GAAP financial measures should be considered in addition to our GAAP results and are not intended to considered in isolation or as a substitute for the financial information prepared and presented in accordance with GAAP. Managen generally compensates for limitations in the use of non-GAAP financial measures by relying on comparable GAAP financial measu and providing investors with a reconciliation of non-GAAP financial measures only in addition to and in conjunction with res presented in accordance with GAAP. We believe that these non-GAAP financial measures reflect an additional way to view aspect our operations that, when viewed with our GAAP results, provide a more complete understanding of factors and trends affecting business. Certain non-GAAP measures include:

- Adjusted EBITDA: net income plus income tax expense, net interest income (expense), net other income (expense), deprecia amortization, and stock-based compensation, as well as significant transaction related expenses. Adjusted EBITDA shoul considered in addition to, rather than as a substitute for, net income (loss).

- Net Adjusted EBITDA Margin: Adjusted EBITDA divided by revenue net of pass-through interchange revenue. Net Adjusted EBI Margin should be considered in addition to, rather than as a substitute for, net income (loss).

- Diluted EPS adjusted for non-cash and significant transaction related items: diluted EPS plus tax effected significant transac related items, amortization of acquired intangibles and software, non-cash stock-based compensation, and discreet income times. Diluted EPS adjusted for non-cash and significant transaction related items should be considered in addition to, rather tha a substitute for, diluted EPS.

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Non-GAAP Financial Measures

ACI also includes backlog estimates, which include all SaaS and PaaS, license, maintenance, and services revenue specified in executed c that will be recognized in future periods, as well as revenue from assumed contract renewals to the extent that we believe recognition of th revenue will occur within the corresponding backlog period. We have historically included assumed renewals in backlog estimates bas automatic renewal provisions in the executed contract and our historic experience with customer renewal rates.

Backlog is considered a non-GAAP financial measure as defined by SEC Regulation G. Our 60-month backlog estimates are derived u following key assumptions:

◦ License arrangements are assumed to renew at the end of their committed term or under the renewal option stated in the contract a consistent with historical experience. If the license arrangement includes extended payment terms, the renewal estimate is adjusted for th of a significant financing component.

◦ Maintenance fees are assumed to exist for the duration of the license term for those contracts in which the committed maintenance terr than the committed license term.

◦ SaaS and PaaS arrangements are assumed to renew at the end of their committed term at a rate consistent with our historical experiences

◦ Foreign currency exchange rates are assumed to remain constant over the 60-month backlog period for those contracts stated in currenc than the U.S. dollar.

◦ Our pricing policies and practices are assumed to remain constant over the 60-month backlog period.

Estimates of future financial results require substantial judgment and are based on several assumptions as described above. These assumpti turn out to be inaccurate or wrong for reasons outside of management's control. For example, our customers may attempt to renegotiate or t their contracts for many reasons, including mergers, changes in their financial condition, or general changes in economic conditions (e.g. e declines resulting from COVID-19) in the customer's industry or geographic location. We may also experience delays in the development or de products or services specified in customer contracts, which may cause the actual renewal rates and amounts to differ from historical expe Changes in foreign currency exchange rates may also impact the amount of revenue recognized in future periods. Accordingly, there ca assurance that amounts included in backlog estimates will generate the specified revenues or that the actual revenues will be generated w corresponding 60-month period. Additionally, because certain components of Committed Backlog and all of Renewal Backlog estimates are c metrics, the estimates are not required to be subject to the same level of internal review or controls as a contracted but not recognized Co Backlog.

Backlog estimates should be considered in addition to, rather than as a substitute for, reported revenue and contracted but not recognized (including deferred revenue).

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Forward-Looking Statements

This presentation contains forward-looking statements based on current expectations that involve a number of risks and uncer Generally, forward-looking statements do not relate strictly to historical or current facts and may include words or phrases s "believes," "will," "expects," "anticipates," "intends," and words and phrases of similar impact. The forward-looking statements ar pursuant to safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

Forward-looking statements in this presentation include, but are not limited to, (i) statements regarding our Three Pillar strateg implemented and generating results, focus on real-time payments, large sophisticated global merchants and fast-growing er markets, and plans for a thorough strategic review of our business portfolio to enhance our growth profile, and (ii) 2021 financial gu including expectations for COVID-19-related headwinds to persist through the first half of 2021 and for growth to accelerate to t single digits in the second half of the year, full year 2021 adjusted EBITDA, net adjusted EBITDA margin expansion, and first quart revenue and EBITDA.

All of the foregoing forward-looking statements are expressly qualified by the risk factors discussed in our filings with the Securit Exchange Commission. Such factors include, but are not limited to, increased competition, demand for our products, consolidatic failures in the financial services industry, customer reluctance to switch to a new vendor, failure to obtain renewals of customer cont to obtain such renewals on favorable terms, delay or cancellation of customer projects or inaccurate project completion estima complexity of our products and services and the risk that they may contain hidden defects or be subjected to security breaches or compliance of our products with applicable legislation, governmental regulations and industry standards, our compliance with regulations, our ability to protect customer information from security breaches or attacks, our ability to adequately defend our inte property, exposure to credit or operating risks arising from certain payment funding methods, business interruptions or failure information technology and communication systems, our offshore software development activities, risks from operating interna including fluctuations in currency exchange rates, exposure to unknown tax liabilities, adverse changes in the global economy, wc events outside of our control, failure to attract and retain key personnel, litigation, future acquisitions, strategic partnershi investments, integration of and achieving benefits from the Speedpay acquisition, impairment of our goodwill or intangible restrictions and other financial covenants in our debt agreements, our existing levels of debt, replacement of LIBOR benchmark rate, the accuracy of management's backlog estimates, exposure to unknown tax liabilities, the cyclical nature of our revenue and e and the accuracy of forecasts due to concentration of revenue-generating activity during the final weeks of each quarter, volatilit stock price, and the COVID-19 pandemic. For a detailed discussion of these risk factors, parties that are relying on the forward- statements should review our filings with the Securities and Exchange Commission, including our most recently filed Annual Re Form 10-K and our Quarterly Reports on Form 10-Q.

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Real-Time Payments

AGREEMENT

This Agreement (this "Agreement") is made and entered into as of February 24, 2021, by and between ACI Worldwide, Inc. (the "Company") and the entities and natural persons set forth in the signature pages hereto (collectively, "Starboard") (each of the Company and Starboard, a "Party" to this Agreement, and collectively, the "Parties").

RECITALS

WHEREAS, the Company and Starboard have engaged in discussions and communications concerning the Company's business, financial performance and strategic plans;

WHEREAS, as of the date hereof, Starboard has a beneficial ownership (as determined under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended, or the rules or regulations promulgated thereunder (the "Exchange Act")) interest in shares of Company's common stock, par value $0.005 per share (the "Common Shares"), totaling, in the aggregate, 8,987,486 Common Shares, or approximately 7.7% of the Common Shares issued and outstanding as of February 22, 2021; and

WHEREAS, as of the date hereof, the Company and Starboard have determined to come to an agreement with respect to the composition of the Company's board of directors (the "Board") and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Board Appointments and Related Agreements.

(a) Board Appointments.

(i) The Company agrees that as promptly as practicable after the date hereof (and in any event no later than March 26, 2021), the Board shall take all necessary actions to (A) amend the Company's Amended and Restated By-laws to increase the maximum number of directors of the Board from ten (10) to twelve (12) and (B) appoint to the Board two (2) new independent directors to be selected from the list of independent director candidates agreed to between the Company and Starboard as of the date hereof (each, a "New Independent Director" and collectively, the "New Independent Directors"). The Company agrees that, provided that such appointed New Independent Director is able and willing to continue to serve on the Board, the Company will include each such newly appointed New Independent Director in the Company's slate of recommended nominees standing for election at the 2021 annual meeting of stockholders of the Company (the "2021 Annual Meeting") and will recommend, support and solicit proxies for the election of the New Independent Directors at the 2021 Annual Meeting in the same manner as for the Company's other nominees at the 2021 Annual Meeting. The Company confirms that two incumbent members of the Board shall not stand for re-election to the Board at the 2021 Annual Meeting such that upon the conclusion of the 2021 Annual Meeting the size of the Board will be set at ten (10) directors. The Company agrees that, from and after entering into a customary non-disclosure agreement with the Company in a form provided by the Company and to be agreed between the Parties, (x) each of the New Independent Directors may attend and participate in any meeting of the Board (whether such meetings are held in person, telephonically or otherwise) until the appointment of the New Independent Directors to the Board, and shall be appointed to the Board as the first order of business at the next such meeting of the Board and (y) until such time as they are appointed to the Board, each of the New Independent Directors shall receive copies of all documents distributed to the Board, including notice of all meetings of the Board, all written consents executed by the Board, all materials prepared for consideration at any meeting of the Board, and all minutes related to each meeting of the Board after the date of this Agreement contemporaneous with their distribution to the Board (except to the extent any such materials are privileged as determined by the Board in good faith).

(ii) If any New Independent Director (or any Replacement Independent Director (as defined below)) is unable or unwilling to serve as a director, resigns as a director or is removed as a director prior to the expiration of the Standstill Period, and at all times since the date of this Agreement and at such time Starboard beneficially owns (as determined under Rule 13d-3 promulgated under the Exchange Act) at least the lesser of 3.0% of the Company's then outstanding Common Shares and 3,502,845 Common Shares (subject to adjustment for stock splits, reclassifications, combinations and similar adjustments) (such lesser amount, the "Minimum Ownership Threshold"), Starboard shall have the ability to recommend a substitute person(s) for appointment to the Board in accordance with this Section 1(a)(ii) (any such replacement nominee shall be referred to as a "Replacement Independent Director", and if and when such person becomes a director of the Board in accordance with this Section 1(a)(ii), such person shall be deemed a New Independent Director for purposes of this Agreement). Any Replacement Independent Director must (A) be reasonably acceptable to the Nominating and Corporate Governance Committee (such acceptance not to be unreasonably withheld), (B) be independent of Starboard (for the avoidance of doubt, the nomination by Starboard of any person to serve on the board of another company shall not (in and of itself) cause such person not to be deemed independent of Starboard), (C) qualify as "independent" pursuant to Nasdaq Stock Market listing standards, (D) have the relevant financial and business experience to be a director of the Company, and (E) satisfy the publicly disclosed guidelines and policies with respect to service on the Board, including, without limitation, the Company's Corporate Governance Guidelines and the Nominating and Corporate Governance Committee charter (in the case of each of (B) through (E), as reasonably determined by the Nominating and Corporate Governance Committee). The Nominating and Corporate Governance Committee shall make its determination and recommendation (which it shall undertake reasonably and in good faith) regarding whether such person meets the foregoing criteria, assuming reasonable availability and responsiveness of such nominee, within ten (10) business days after (1) such nominee as a Replacement Independent Director has submitted to the Company the documentation required by Section 1(b)(iv) and (2) representatives of the Board have, if requested by the Company, conducted customary interview(s) of such nominee. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 1(a)(ii) as promptly as practicable, but in any case, assuming reasonable availability and responsiveness of the nominee, within ten (10) business days after Starboard's recommendation of such nominee. In the event the Nominating and Corporate Governance Committee does not accept a person recommended by Starboard as the Replacement Independent Director, Starboard shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Corporate Governance Committee recommending such person in accordance with the procedures described above (and for the avoidance of doubt, the Company may also identify names for consideration). The Board shall vote on the appointment of such Replacement Independent Director to the Board no later than five (5) business days after the Nominating and Corporate Governance Committee recommendation of such Replacement Independent Director; provided, however, that if the Board does not appoint such Replacement Independent Director to the Board pursuant to this Section 1(a)(ii), the Parties shall continue to follow the procedures of this Section 1(a)(ii) until a Replacement Independent Director is appointed to the Board. Upon a Replacement Independent Director's appointment to the Board, the Board and all applicable committees of the Board shall take all necessary actions to appoint such Replacement Independent Director to any applicable committee of the Board of which the replaced director was a member immediately prior to such director's resignation or removal or, if the Board or the applicable committee of the Board determines that the Replacement Independent Director does not satisfy the requirements of the Nasdaq Stock Market and applicable law with respect to service on the applicable committee (which determination shall be made reasonably and in good faith), to an alternative committee of the Board. Until such time as any Replacement Independent Director is appointed to any applicable committee, the other New Independent Director will be permitted to serve as an interim member of such applicable committee, unless such New Independent Director is already serving as a member of such committee or the Board or the applicable committee of the Board determines that such New Independent Director does not satisfy the requirements of the Nasdaq Stock Market and applicable law with respect to service on the applicable committee (which determination shall be made reasonably and in good faith).

(iii) The Company agrees that during the Standstill Period, Thomas Cusack shall be an observer to the Board (the "Observer") and shall receive, on a confidential and restricted basis, copies of all documents distributed to the Board during the Standstill Period, including, without limitation, notice of all meetings of the Board, all written consents executed by the Board, all materials prepared for consideration at any meeting of the Board, and all minutes related to each meeting of the Board contemporaneous with their distribution to the Board. The Observer shall have the right to attend and reasonably participate, but not vote, at all meetings of the Board during the Standstill Period (whether such meetings are held in person, telephonically or otherwise). The Observer will agree to comply with all confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics, and insider trading policies and guidelines of the Company that have been provided to the Observer. Notwithstanding the foregoing, the Company reserves the right to exclude the Observer from access to any material or meeting or portion thereof if, and only to the extent that, the Board, as applicable, determines reasonably and in good faith that such exclusion is necessary and appropriate, including in cases involving legal privileges, conflicts of interest and compliance with applicable law or stock exchange regulation. As a condition to serving as the Observer, the Observer and Starboard are delivering to the Company concurrently with the execution of this Agreement an executed confidentiality agreement in a form agreed between the Parties prior to the date hereof (the "Confidentiality Agreement"), and shall also agree to hold any information received as the Observer subject to the fiduciary duties that he or she would have to the Company and its stockholders were he or she a director of the Company.

(iv) The Company agrees that each New Independent Director shall be given the same due consideration for membership to each committee of the Board as any other independent director.

(v) Subject to Nasdaq Stock Market rules and applicable laws, during the Standstill Period, the Board and all applicable committees of the Board shall take all action necessary to ensure that each committee of the Board, including any committee of the Board formed after the date of this Agreement, provides at least one New Independent Director the opportunity to be appointed to such committee.

(vi) During the period commencing upon the conclusion of the 2021 Annual Meeting and continuing until the expiration of the Standstill Period, the Board shall take all necessary actions to set the size of the Board at no more than ten (10) directors, unless Starboard consents in writing to any proposal to increase the size of the Board.

(b) Additional Agreements.

(i) Starboard shall comply, and shall cause each of its controlled Affiliates and Associates (collectively, "Covered Persons") to comply, with the terms of this Agreement and shall be responsible for any breach of this Agreement by any such Covered Person. As used in this Agreement, the terms "Affiliate" and "Associate" shall have the respective meanings set forth in Rule 12b-2 promulgated by the Exchange Act and shall include all persons or entities that at any time during the term of this Agreement become Affiliates or Associates of any person or entity referred to in this Agreement.

(ii) Upon execution of this Agreement, Starboard shall not, and shall cause each of its Covered Persons not to, directly or indirectly, (A) nominate or recommend for nomination any person for election at the 2021 Annual Meeting, (B) submit any proposal for consideration at, or bring any other business before, the 2021 Annual Meeting or (C) initiate, encourage or participate in any "vote no," "withhold" or similar campaign with respect to the 2021 Annual Meeting. Starboard shall not publicly or privately encourage or support any other stockholder, person or entity to take any of the actions described in this Section 1(b)(ii).

(iii) Starboard shall appear in person or by proxy at the 2021 Annual Meeting and vote all Common Shares beneficially owned by Starboard at the 2021 Annual Meeting (A) in favor of all of the Company's nominees, (B) in favor of the ratification of the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2021, (C) in accordance with the Board's recommendation with respect to the Company's "say-on-pay" proposal and (D) in accordance with the Board's recommendation with respect to any other Company proposal or stockholder proposal presented at the 2021 Annual Meeting; provided, however, that in the event Institutional Shareholder Services Inc. ("ISS") or Glass Lewis & Co., LLC ("Glass Lewis") recommends otherwise with respect to the Company's "say-on-pay" proposal or any other Company proposal or shareholder proposal presented at the 2021 Annual Meeting (other than proposals relating to the election or removal of directors), Starboard shall be permitted to vote in accordance with the ISS or Glass Lewis recommendation. Starboard further agrees that it will appear in person or by proxy at any special meeting of the Company's stockholders during the Standstill Period and vote all Common Shares beneficially owned by Starboard at such meeting in accordance with the Board's recommendation on any proposal relating to the appointment, election or removal of director(s).

(iv) Starboard acknowledges that, as soon as practicable following the date of this Agreement and prior to being appointed to the Company's Board, each potential New Independent Director shall submit to the Company (x) a fully completed copy of the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in the Company's proxy statement and certain other agreements) required by the Company in connection with the appointment or election of new Board members, and (y) a written representation that such person, if elected as a director of the Company, would be in compliance, and will comply with, all applicable publicly disclosed confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics, and stock ownership and trading policies and guidelines of the Company that have been provided to such person prior to such date (collectively, the "Onboarding Documentation"). As a condition for eligibility for appointment to the Board, each candidate for any Replacement Independent Director shall promptly (but in any event prior to being appointed to the Board in accordance with this Agreement) submit to the Company the Onboarding Documentation.

(v) Starboard acknowledges that all directors (including the New Independent Directors and any Replacement Independent Directors) and the Observer are (A) governed by, and required to comply with, all policies, procedures, codes, rules, standards and guidelines applicable to all members of the Board and (B) required to keep confidential all Company confidential information and not disclose to any third parties (including from Starboard, other than as permitted with respect to the Observer by the Confidentiality Agreement) any discussions, matters or materials considered in meetings of the Board or Board committees.

(vi) The Company agrees that the Board and all applicable committees of the Board shall, to the extent that the Board and such committees have such authority and are entitled to so determine, take all necessary actions (other than amending or modifying any Existing Plans and Agreements (as defined below)), effective no later than in connection with the appointment of such New Independent Directors following the execution of this Agreement, to determine, in connection with their initial appointment as a director and nomination by the Company at the 2021 Annual Meeting, that each of the New Independent Directors is deemed to be (A) a member of the "Incumbent Board" or "Continuing Director" (as such term may be defined in the definition of "Change in Control," "Change of Control" (or any similar term) under the Company's incentive plans, options plans, deferred compensation plans, employment agreements, severance plans, retention plans, loan agreements, indentures or any other related plans or agreements (the "Existing Plans and Agreements") that refer to any such plan or agreement's definition of "Change in Control" or any similar term) and (B) a member of the Board as of the beginning of any applicable measurement period for the purposes of the definition of "Change in Control" or any similar term under such Existing Plans and Agreements. For the avoidance of doubt, nothing in this Section 1(b)(vi) shall require, or be deemed to be, an amendment or modification to any Existing Plans and Agreements, including the outstanding awards thereunder.

(vii) Starboard shall promptly (and in any event within five (5) business days) inform the Company in writing if Starboard fails to satisfy the Minimum Ownership Threshold at any time.

2. Standstill Provisions.

(a) Starboard agrees that, from the date of this Agreement until the earlier of (x) the date that is fifteen (15) business days prior to the deadline for the submission of stockholder nominations for the 2022 annual meeting of the Company's stockholders (the "2022 Annual Meeting") pursuant to the Company's Amended and Restated By-laws or (y) the date that is ninety (90) days prior to the first anniversary of the 2021 Annual Meeting (the "Standstill Period"), Starboard shall not, and shall cause each Covered Person not to, in each case directly or indirectly, in any manner:

(i) engage in any solicitation of proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) of proxies or consents, in each case, with respect to any securities of the Company;

(ii) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any securities of the Company (other than a "group" that includes all or some of the members of Starboard, but does not include any other entities or persons that are not members of Starboard as of the date hereof); provided, however, that nothing herein shall limit the ability of an Affiliate of Starboard to join the "group" following the execution of this Agreement, so long as any such Affiliate agrees to be bound in writing by the terms and conditions of this Agreement;

(iii) deposit any Common Shares in any voting trust or subject any Common Shares to any arrangement or agreement with respect to the voting of any Common Shares, other than any such voting trust, arrangement or agreement solely among the members of Starboard and otherwise in accordance with this Agreement; seek or submit, or encourage any person or entity to seek or submit, nomination(s) in furtherance of a "contested solicitation" for the appointment, election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the appointment, election or removal of any directors; provided, however, that nothing in this Agreement shall prevent Starboard or its Affiliates or Associates from taking actions in furtherance of identifying director candidates in connection with the 2022 Annual Meeting so long as such actions do not create a public disclosure obligation for Starboard or the Company, are not publicly disclosed by Starboard or its representatives, Affiliates or Associates and are undertaken on a basis reasonably designed to be confidential and in accordance in all material respects with Starboard's normal practices in the circumstances;

(iv) (A) make any proposal for consideration by stockholders at any annual or special meeting of stockholders of the Company or through any referendum of stockholders, (B) make any offer or proposal (with or without conditions) with respect to any merger, tender (or exchange) offer, takeover offer, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company or any of its subsidiaries, (C) solicit a third party to make an offer or proposal (with or without conditions) with respect to any merger, tender (or exchange) offer, takeover offer, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company or any of its subsidiaries, or publicly encourage, initiate or support any third party in making such an offer or proposal, (D) publicly comment on any third party proposal regarding any merger, tender (or exchange) offer, takeover offer, acquisition, recapitalization, restructuring, disposition, or other business combination with respect to the Company or any of its subsidiaries by such third party prior to such proposal becoming public, (E) call or seek to call a special meeting of stockholders, or (F) act by written consent;

(v) seek, alone or in concert with others, representation on the Board, except as specifically permitted in Section 1;

(vi) advise, encourage, support or influence any person or entity with respect to the voting or disposition of any securities of the Company at any annual or special meeting of stockholders, except in accordance with Section 1; or

(vii) make any request or submit any proposal to amend the terms of this Agreement other than through non-public communications with the Company that would not be reasonably determined to trigger public disclosure obligations for any Party.

(b) Except as expressly provided in Section 1 (including Sections 1(b)(ii) and 1(b)(iii) with respect to the 2021 Annual Meeting) and Section 2(a), Starboard shall be entitled to (i) vote the Common Shares that it beneficially owns as it determines in its sole discretion and (ii) subject to Section 12, disclose, publicly or otherwise, how it intends to vote or act with respect to any securities of the Company on any shareholder proposal or other matter to be voted on by the shareholders of the Company and the reasons therefor.

(c) Nothing in Section 2(a) shall be deemed to limit the exercise in good faith by the New Independent Directors (or any Replacement Independent Directors, as applicable) of such person's fiduciary duties solely in such person's capacity as a director of the Company and in a manner consistent with such person's and Starboard's obligations under this Agreement.

3. Representations and Warranties of the Company.

The Company represents and warrants to Starboard that (A) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (B) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (C) the execution, delivery and performance of this Agreement by the Company does not and will not (1) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company or (2) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document or agreement to which the Company is a party or by which it is bound.

4. Representations and Warranties of Starboard.

Starboard represents and warrants to the Company that (A) the authorized signatory of Starboard set forth on the signature page hereto has the power and authority to execute this Agreement and any other documents or agreements to be entered into in connection with this Agreement and to bind Starboard thereto, (B) this Agreement has been duly authorized, executed and delivered by Starboard, and is a valid and binding obligation of Starboard, enforceable against Starboard in accordance with its terms except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (C) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of Starboard as currently in effect, (D) the execution, delivery and performance of this Agreement by Starboard does not and will not (1) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Starboard or (2) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such member is a party or by which it is bound, (E) as of the date of this Agreement, Starboard beneficially owns (as determined under Rule 13d-3 promulgated under the Exchange Act) 8,987,486 Common Shares, (F) as of the date hereof, and except as set forth in clause (E) above, Starboard does not currently have, and does not currently have any right to acquire, any interest in any securities of the Company (or any rights, options or other securities convertible into or exercisable or exchangeable (whether or not convertible, exercisable or exchangeable immediately or only after the passage of time or the occurrence of a specified event) for such securities or any obligations measured by the price or value of any securities of the Company or any of its controlled Affiliates, including any swaps or other derivative arrangements designed to produce economic benefits and risks that correspond to the ownership of Common Shares, whether or not any of the foregoing would give rise to beneficial ownership (as determined under Rule 13d-3 promulgated under the Exchange Act), and whether or not to be settled by delivery of Common Shares, payment of cash or by other consideration, and without regard to any short position under any such contract or arrangement) and (G) Starboard will not, directly or indirectly, compensate or agree to compensate any director or director nominee of the Company for his or her respective service as a director of the Company, including any New Independent Director, with any cash, securities (including any rights or options convertible into or exercisable for or exchangeable into securities or any profit sharing agreement or arrangement), or other form of compensation directly or indirectly related to the Company or its securities. For the avoidance of doubt, nothing herein shall prohibit Starboard for compensating or agreeing to compensate any person for his or her respective service as a nominee or director of any other company.

5. Press Release.

Promptly following the execution of this Agreement, the Company and Starboard shall jointly issue a mutually agreeable press release (the "Press Release") announcing certain terms of this Agreement in the form attached hereto as Exhibit A. Prior to the issuance of the Press Release and subject to the terms of this Agreement, neither the Company (including the Board and any committee thereof) nor Starboard shall issue any press release or make any public announcement regarding this Agreement or the matters contemplated hereby without the prior written consent of the other Party. During the Standstill Period, neither the Company nor Starboard shall make any public announcement or statement that is inconsistent with or contrary to the terms of this Agreement.

6. Specific Performance.

Each of Starboard, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that Starboard, on the one hand, and the Company, on the other hand (the "Moving Party"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and the other Party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. This Section 6 is not the exclusive remedy for any violation of this Agreement.

7. Expenses.

The Company shall reimburse Starboard for its reasonable, documented out-of-pocket fees and expenses (including legal expenses) incurred in connection with Starboard's involvement at the Company prior to the execution of this Agreement, including, but not limited to the negotiation and execution of this Agreement, provided that such reimbursement shall not exceed $200,000 in the aggregate.

8. Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

9. Notices.

Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (A) upon receipt, when delivered personally; (B) upon confirmation of receipt, when sent by email (provided such confirmation is not automatically generated); or (C) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses for such communications shall be:

If to the Company, to:

ACI Worldwide, Inc.
6060 Coventry Drive
Elkhorn, NE 68022

Attention:	Dennis Byrnes, General Counsel
Email:	dennis.byrnes@aciworldwide.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Attention:	Daniel A. Neff, Esq. Sabastian V. Niles, Esq. Gordon S. Moodie, Esq.
Email:	daneff@wlrk.com svniles@wlrk.com gsmoodie@wlrk.com

If to Starboard or any member thereof, to:

Starboard Value LP
777 Third Avenue, 18th Floor
New York, New York 10017

Attention:	Jeffrey C. Smith
Email:	jsmith@Starboardvalue.com

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019

Attention:	Steve Wolosky, Esq. Andrew Freedman, Esq.
Email:	swolosky@olshanlaw.com afreedman@olshanlaw.com

10. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof that would result in the application of the law of another jurisdiction. Each of the Parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each of the Parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (A) any claim that it is not personally subject to the jurisdiction of the above- named courts for any reason, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by applicable legal requirements, any claim that (1) the suit, action or proceeding in such court is brought in an inconvenient forum, (2) the venue of such suit, action or proceeding is improper or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

11. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile).

12. Mutual Non-Disparagement.

Subject to applicable law, each of the Parties covenants and agrees that, during the Standstill Period, or if earlier, until such time as the other Party or any of its agents, subsidiaries, controlled affiliates, successors, assigns, partners, members, officers, key employees or directors shall have breached this Section 12, neither it nor any of its respective agents, subsidiaries, controlled affiliates, successors, assigns, partners, members, officers, key employees or directors, shall in any way publicly criticize, disparage, call into disrepute, or otherwise defame or slander the other Party or such other Party’s subsidiaries, affiliates, successors, assigns, partners, members, officers (including any current officer of a Party or a Party’s subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Party’s subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their businesses, products or services, in any manner that would reasonably be expected to damage the business or reputation of such other Party, their businesses, products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives.

13. Securities Laws.

Starboard acknowledges that it is aware, and will advise each of its representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws may prohibit any person who directly or indirectly has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

14. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third Party Beneficiaries; Term.

This Agreement and the Confidentiality Agreement contain the entire understanding of the Parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the Parties other than those expressly set forth herein and therein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each the Company and Starboard. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors, heirs, executors, legal representatives, and permitted assigns. No Party shall assign this Agreement or any rights or obligations hereunder without, with respect to Starboard, the prior written consent of the Company, and with respect to the Company, the prior written consent of Starboard. This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons or entities. This Agreement shall terminate at the end of the Standstill Period, except the provisions of Sections 6, 8, 9, 13 and 14, which shall survive such termination; provided, however, that any Party may bring an action following such termination alleging a breach of this Agreement occurring prior to the end of the Standstill Period.

[*The remainder of this page intentionally left blank; signature pages and exhibit omitted*]

ACI Worldwide

ACI Worldwide to Appoint Two New Independent Directors to the Company's Board of Directors

ACI Enters into Agreement with Starboard

NAPLES, FLA. – February 25, 2021 – ACI Worldwide, Inc. (NASDAQ: ACIW), a leading global provider of real-time digital payment software and solutions, today announced that it has entered into an agreement with Starboard Value LP ("Starboard"), an investment firm which owns approximately 7.7 percent of ACI Worldwide outstanding common stock.

Under the terms of the agreement, the Company will be adding two new independent directors. These directors will be appointed to the ACI Board in March 2021, temporarily increasing the number of directors on the Board to 12, all but one of whom are independent.

"We are pleased to have reached this agreement with Starboard and look forward to welcoming two new independent directors to the Board," said David A. Poe, Chairman of the Board of Directors of ACI Worldwide. "These appointments underscore our commitment to Board refreshment and follow recent actions at ACI including the appointment of three new independent directors over the past three years. We believe these new directors will offer fresh perspectives as the Company continues its efforts to maximize profitability and create significant shareholder value. ACI is making substantial progress executing our three-pillar strategic plan, and we are confident that ACI is poised to continue accelerating profitable growth in 2021."

Jeff Smith, CEO of Starboard, commented, "We appreciate the constructive dialogue we have had with ACI over the last several months and are pleased to have worked collaboratively with the Board and management team. ACI is an outstanding company and we are confident that the appointment of these new directors will bring additional insights and perspectives as ACI continues its efforts to enhance shareholder value."

Pursuant to the agreement, Starboard has named Tom Cusack as Board Observer, effective immediately. Starboard has agreed to customary standstill, voting, and other provisions. The full agreement between ACI and Starboard will be filed on a Form 8-K with the SEC.

About ACI Worldwide

ACI Worldwide is a global software company that provides mission-critical real-time payment solutions to corporations. Customers use our proven, scalable and secure solutions to process and manage digital payments, enable omni-commerce payments, present and process bill payments, and manage fraud and risk. We combine our global footprint with local presence to drive the real-time digital transformation of payments and commerce.

About Starboard Value LP

Starboard Value LP is a New York-based investment adviser with a focused and differentiated fundamental approach to investing primarily in publicly traded U.S. companies. Starboard seeks to invest in deeply undervalued companies and actively engage with management teams and boards of directors to identify and execute on opportunities to unlock value for the benefit of all shareholders.

Forward-Looking Statements

Certain statements and information in this press release may be deemed to contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements in this press release may include, but are not limited to, statements relating to our objectives, plans and strategies, and statements that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future. These statements are often characterized by terminology such as "believe," "hope," "may," "anticipate," "should," "intend," "plan," "will," "expect," "estimate," "project," "positioned," "strategy" and similar expressions, and are based on assumptions and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate.

All of the foregoing forward-looking statements are expressly qualified by the risk factors discussed in our filings with the Securities and Exchange Commission. Such factors include, but are not limited to, increased competition, the success of our Universal Payments strategy, demand for our products, consolidations and failures in the financial services industry, customer reluctance to switch to a new vendor, failure to obtain renewals of customer contracts or to obtain such renewals on favorable terms, delay or cancellation of customer projects or inaccurate project completion estimates, the complexity of our products and services and the risk that they may contain hidden defects or be subjected to security breaches or viruses, compliance of our products with applicable legislation, governmental regulations and industry standards, our compliance with privacy regulations, our ability to protect customer information from security breaches or attacks, our ability to adequately defend our intellectual property, exposure to credit or operating risks arising from certain payment funding methods, business interruptions or failure of our information technology and communication systems, our offshore software development activities, risks from operating internationally, including fluctuations in currency exchange rates, exposure to unknown tax liabilities, adverse changes in the global economy, worldwide events outside of our control, failure to attract and retain key personnel, litigation, future acquisitions, strategic partnerships and investments, integration of and achieving benefits from the Speedpay acquisition, impairment of our goodwill or intangible assets, restrictions and other financial covenants in our debt agreements, our existing levels of debt, replacement of LIBOR benchmark interest rate, the accuracy of management's backlog estimates, exposure to unknown tax liabilities, the cyclical nature of our revenue and earnings and the accuracy of forecasts due to the concentration of revenue-generating activity during the final weeks of each quarter, volatility in our stock price, and the COVID-19 pandemic. For a detailed discussion of these risk factors, parties that are relying on the forward-looking statements should review our filings with the Securities and Exchange Commission, including our most recently filed Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q. We do not intend, and undertake no obligation, to update any forward-looking statement, except as required by applicable law.

Contacts

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