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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): August 12, 2014**

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**ACI WORLDWIDE, INC.**

(Exact name of registrant as specified in its charter)

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

**0-25346**  
(Commission  
File Number)

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

**3520 Kraft Rd, Suite 300**  
**Naples, FL 34105**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (239) 403-4600**

**(Former Name or Former Address, if Changed Since Last Report) N/A**

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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 (see General Instruction A.2. below):

- 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))
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## Introductory Note

On August 12, 2014, pursuant to the terms of a previously announced Share Purchase Agreement, dated as of July 21, 2014 (the “Purchase Agreement”), by and among ACI Worldwide Corp., a Nebraska corporation (“ACI Corp.”) (a wholly-owned subsidiary of ACI Worldwide, Inc., a Delaware corporation (“ACI”)), Applied Communications Inc. U.K. Holding Limited, a private limited company registered in England and Wales (“ACI UK”) (an indirect, wholly-owned subsidiary of ACI), Retail Decisions Limited, a private limited company registered in England and Wales (“RDL”), and Cardcast Limited, a private limited company registered in England and Wales (“Cardcast”), ACI Corp. purchased all of the issued and outstanding shares of Retail Decisions, Inc., a New Jersey corporation (“RDI”), from Cardcast and ACI UK purchased all of the issued and outstanding shares of Retail Decisions Europe Limited, a private limited company registered in England and Wales (“RD Europe”), from RDL.

### **Item 1.01 Entry Into a Material Definitive Agreement.**

#### *Amendment to Credit Facility*

As previously disclosed, on November 10, 2011, ACI entered into a credit agreement (as amended prior to August 12, 2014, the “Credit Agreement”) with each of the lenders named therein, Wells Fargo Securities, LLC, RBS Citizens, N.A., Sovereign Bank, N.A. and U.S. Bank National Association, as Joint Lead Arrangers and Joint Book-Running Managers, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, governing ACI’s senior secured credit facility (the “credit facility”). On August 12, 2014, the Fifth Amendment to Credit Agreement and Second Amendment to Collateral Agreement, dated August 12, 2014 (the “Fifth Amendment”), by and among ACI, the subsidiary guarantors thereto, Wells Fargo Bank, National Association, as administrative agent, and the lenders under the credit facility party thereto, became effective.

The Fifth Amendment, among other things, permits the acquisition of RDI and RD Europe pursuant to the Purchase Agreement (the “Acquisition”) under the credit facility, increases the aggregate amount of permitted intercompany indebtedness between ACI and its subsidiaries that are guarantors under the credit facility and subsidiaries of ACI that are not guarantors under the credit facility from \$75.0 million to \$225.0 million and increases the amount of unsecured indebtedness permitted under the credit facility from \$350.0 million to \$500.0 million, in each case subject to the terms of the Credit Agreement, as amended by the Fifth Amendment.

The Credit Agreement, as amended by the Fifth Amendment, requires that, among other things, at any time that loans or letters of credit are outstanding, ACI maintains a maximum consolidated total net leverage ratio of (i) 4.25:1.00 through and including the fiscal quarter ending September 30, 2014, (ii) 4.00:1.00 from the fiscal quarter ending December 31, 2014 through and including the fiscal quarter ending September 30, 2015 and (iii) 3.75:1.00 thereafter, in each case, measured as of the last day of each fiscal quarter.

The Fifth Amendment amends the Collateral Agreement dated November 10, 2011 (as amended prior to August 12, 2014, the “Collateral Agreement”) among ACI, Official Payments Corporation (“OPAY”), the other grantors party thereto and Wells Fargo Bank, National Association, as administrative agent, to release the administrative agent’s security interest in, and lien on, certain property of OPAY.

The foregoing description of the Fifth Amendment is qualified in its entirety by reference to the Fifth Amendment, a copy of which is filed as Exhibit 10.1, and is incorporated herein by reference.

#### *Incremental Term Loan Facility*

On August 12, 2014, ACI entered into the Lender Addition and Acknowledgement Agreement (the “Loan Agreement”) with each of the subsidiary guarantors named therein, each of the incremental term lenders named therein, Wells Fargo Bank, National Association, as administrative agent for the incremental term lenders, and Bank of America, N.A., as lead arranger. The Loan Agreement consists of a \$150 million incremental term loan facility (the “Incremental Term Loan Facility”).

On August 12, 2014, ACI borrowed the entire aggregate principal amount of \$150 million of incremental term loans under the Incremental Term Loan Facility, the proceeds of which were, among other things, used to fund in part the Acquisition.

The borrowing of the incremental term loans under the Incremental Term Loan Facility was subject to the satisfaction of customary conditions, including the absence of a default or an event of default and the accuracy in all material respects of certain specified representations and warranties.

The incremental term loans under the Incremental Term Loan Facility bear interest at a rate per annum equal to the existing term loans outstanding under the credit facility.

The incremental term loans under the Incremental Term Loan Facility will mature on the same date as the existing term loans under the credit facility and will amortize quarterly.

ACI's obligations with respect to the incremental term loans under the Incremental Term Loan Facility are obligations under the credit facility, which are guaranteed by certain of ACI's subsidiaries party from time to time to the Subsidiary Guaranty Agreement (as amended from time to time, the "Guaranty"), dated as of November 10, 2011.

ACI's obligations and the obligations of the guarantors under the Guaranty are secured by first-priority security interests in substantially all assets of ACI and any guarantor, including 100% of the capital stock of each domestic subsidiary of ACI, each domestic subsidiary of any guarantor and 65% of the voting capital stock of each foreign subsidiary of ACI that is directly owned by ACI or a guarantor, in each case subject to certain exclusions set forth in the credit documentation governing the credit facility.

The incremental term loans under the Incremental Term Loan Facility are subject to the terms and provisions set forth in the Credit Agreement, as amended by the Fifth Amendment, which include negative covenants that, among other things and subject to certain exceptions, restrict ACI's ability and the ability of its subsidiaries to:

- incur additional indebtedness;
- create liens;
- enter into agreements and other arrangements that include negative pledge clauses;
- pay dividends on capital stock or redeem, repurchase or retire capital stock or subordinated indebtedness;
- create restrictions on the payment of dividends or other distributions by subsidiaries;
- make investments, loans, advances and acquisitions;
- merge, amalgamate or sell assets, including equity interests of the subsidiaries;
- enter into sale and leaseback transactions;
- engage in transactions with affiliates;
- enter into new lines of business; and
- enter into amendments of or waivers under subordinated indebtedness, organizational documents and certain other material agreements.

The incremental term loans under the Incremental Term Loan Facility are also subject to the affirmative covenants and events of default contained in the Credit Agreement, as amended by the Fifth Amendment. If an event of default, as specified in the Credit Agreement, as amended by the Fifth Amendment, shall occur and be continuing, ACI may be required to repay all amounts outstanding under the Incremental Term Loan Facility.

The foregoing summary of the Incremental Term Loan Facility does not purport to be complete and is subject to and qualified in its entirety by reference to the full and complete text of the Loan Agreement, which is filed hereto as Exhibit 10.2 to this Current Report on Form 8-K and which is incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On August 12, 2014, pursuant to the terms of the Purchase Agreement, ACI Corp. purchased all of the issued and outstanding shares of RDI from Cardcast and ACI UK purchased all of the issued and outstanding shares of RD Europe from RDL for aggregate consideration of \$205 million.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosure set forth under Item 1.01 above is incorporated herein by reference.

**Item 8.01 Other Events.**

On August 12, 2014, ACI issued a press release announcing that ACI Corp. and ACI UK have completed their acquisitions of all of the issued and outstanding shares of Retail Decisions, Inc. and Retail Decisions Europe Limited. A copy of the press release is furnished as Exhibit 99.1 to this Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(a) Financial Statements of Business Acquired.

The historical financial statements required by Item 9.01(a) of Form 8-K will be filed by amendment within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Financial Statements of Business Acquired.

The pro forma financial statements required by Item 9.01(b) of Form 8-K will be filed by amendment within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

10.1 Fifth Amendment to Credit Agreement and Second Amendment to Collateral Agreement, dated August 12, 2014, among ACI Worldwide, Inc., the subsidiary guarantors party thereto, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Bank of America, N.A., as lead arranger.

10.2 Lender Addition and Acknowledgement Agreement, dated August 12, 2014, by and among ACI Worldwide, Inc., the subsidiary guarantors party thereto, the incremental term lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Bank of America, N.A., as lead arranger.

99.1 Press Release, dated August 12, 2014.

**SIGNATURES**

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 hereunto duly authorized.

Dated: August 18, 2014

ACI WORLDWIDE, INC.

By: /s/ Dennis P. Byrnes

Dennis P. Byrnes

Executive Vice President, Chief Administrative Officer, General  
Counsel and Secretary

## INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fifth Amendment to Credit Agreement and Second Amendment to Collateral Agreement, dated August 12, 2014, among ACI Worldwide, Inc., the subsidiary guarantors party thereto, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Bank of America, N.A., as lead arranger.
10.2	Lender Addition and Acknowledgement Agreement, dated August 12, 2014, by and among ACI Worldwide, Inc., the subsidiary guarantors party thereto, the incremental term lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Bank of America, N.A., as lead arranger.
99.1	Press Release, dated August 12, 2014.

**THIS FIFTH AMENDMENT TO CREDIT AGREEMENT AND SECOND AMENDMENT TO COLLATERAL AGREEMENT** (this "**Amendment**") is dated as of August 12, 2014 and is entered into by and among **ACI WORLDWIDE, INC.**, a Delaware corporation (the "**Borrower**"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent (the "**Administrative Agent**"), the Consenting Lenders (as defined below) and the **SUBSIDIARY GUARANTORS** listed on the signature pages hereto, and is made with reference to (i) that certain **CREDIT AGREEMENT** dated as of November 10, 2011, by and among the Borrower, the lenders from time to time party thereto (the "**Lenders**"), the Administrative Agent and the other agents party thereto, as supplemented by that certain Consent and Waiver No. 1 to the Credit Agreement, dated as of May 9, 2012 (as amended by that certain First Amendment to Consent and Waiver No. 1 to the Credit Agreement, dated as of August 9, 2012) and by that certain Consent and Waiver No. 2 to Credit Agreement, dated as of August 29, 2012 and as amended and supplemented by the First Amendment and Consent and Waiver No. 3 to Credit Agreement dated as of September 11, 2012, that certain Second Amendment to Credit Agreement dated as of December 20, 2012, that certain Third Amendment to Credit Agreement and First Amendment to Subsidiary Guaranty Agreement dated as of March 4, 2013 and as supplemented by that certain Incremental Term Loan Agreement dated as of March 7, 2013, and that certain Fourth Amendment to Credit Agreement dated as of August 20, 2013 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") and (ii) that certain **COLLATERAL AGREEMENT** dated as of November 10, 2011 by the Borrower and the other grantors party thereto from time to time in favor of the Administrative Agent, in its capacity as administrative agent for the benefit of the lenders, as amended by that certain First Amendment to Collateral Agreement dated as of May 8, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement.

#### RECITALS

**WHEREAS**, ACI Worldwide Corp., Applied Communications Inc. U.K. Holding Limited, Retail Decisions Limited and Cardcast Limited (Retail Decisions Limited and Cardcast Limited, collectively, the "**Seller**") and certain other parties thereto have entered into the Share Purchase Agreement, dated as of July 21, 2014 (as amended or supplemented from time to time, the "**Acquisition Agreement**"), pursuant to which certain subsidiaries of the Borrower would acquire (the "**Acquisition**") certain subsidiaries of the Seller on the terms and conditions set forth therein;

**WHEREAS**, the Credit Parties have requested that the lien on certain assets of Official Payments Corporation ("**OPAY**") under the Collateral Agreement be released for purposes of allowing OPAY to comply with certain eligible securities and unencumbered asset requirements to hold money transmitter or transfer licenses under applicable money transmitter, transfer or similar laws or regulations;

**WHEREAS**, the Credit Parties have requested that the Lenders agree to amend certain of the provisions of the Credit Agreement and Collateral Agreement as more particularly described herein; and

**WHEREAS**, subject to certain conditions, each of the Lenders party hereto (the "**Consenting Lenders**") is willing to agree to such amendments.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

#### **SECTION I. AMENDMENTS TO CREDIT AGREEMENT.**

Effective as of the Amendment Effective Date (as defined below) and subject to the terms and conditions set forth herein and in reliance upon representations and warranties set forth herein, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting in appropriate alphabetical order the following new definitions:

(i) Fifth Amendment” means that certain Fifth Amendment to Credit Agreement and Second Amendment to Collateral Agreement dated as of August 12, 2014 by and among the Borrower, the Subsidiary Guarantors, the Lenders party thereto and the Administrative Agent.

(ii) Fifth Amendment Effective Date” means August 12, 2014, the date the conditions precedent set forth in the Fifth Amendment were satisfied or waived in connection therewith.

(iii) Red Deer Acquisition” means the Acquisition (as defined in the Fifth Amendment).

(b) Section 2.8(a) of the Credit Agreement is hereby amended by adding the following immediately prior to the end of the first parenthetical therein:

“; it being understood that the Administrative Agent acknowledges that the Fifth Amendment is sufficient notice with respect to the Red Deer Acquisition.”

(c) Section 2.8(c)(xii) of the Credit Agreement is amended by adding the following proviso at the end thereof:

“; provided further that, notwithstanding anything to the contrary in this Agreement, any Incremental Term Loans that are fungible with an existing tranche of Term Loans may, at the determination of the Borrower and as set forth in the applicable Lender Addition and Acknowledgment Agreement, be added to such existing tranche of Term Loans (including appropriate amendments to Section 4.4(a) to give effect to such Incremental Term Loans).”

(d) Section 4.5(b)(v) of the Credit Agreement is hereby amended by amending and restating such section as follows:

“(v) [Reserved]”

(e) Section 5.11(g)(ii) of the Credit Agreement is hereby amended by adding “or W-8BEN-E, as applicable” after every reference to “W-8BEN” therein.

(f) Section 10.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“SECTION 10.1 Maximum Total Net Leverage Ratio. As of any fiscal quarter end, permit the Consolidated Total Net Leverage Ratio to be greater than or equal to (a) 4.25:1.00 through and including the fiscal quarter ending September 30, 2014, (b) 4.00:1.00 from the fiscal quarter ending December 31, 2014 through and including the fiscal quarter ending September 30, 2015 and (c) 3.75:1.00 thereafter.



(g) Section 11.1(l) of the Credit Agreement is hereby amended by replacing “75,000,000” therein with “225,000,000”;

(h) Section 11.1(m) of the Credit Agreement is hereby amended by replacing “\$350,000,000” therein with “500,000,000”;

(i) Section 11.3(c) of the Credit Agreement is hereby amended by deleting the “and” after clause (i), adding “and” at the end of clause (ii), and adding the following clause (iii):

“(iii) the Red Deer Acquisition.”

## **SECTION II. AMENDMENTS TO COLLATERAL AGREEMENT**

Upon the occurrence of the Amendment Effective Date, effective as of the Collateral Agreement Amendment Effective Time (as defined below) and subject to the terms and conditions set forth herein and in reliance upon representations and warranties set forth herein, the Collateral Agreement is hereby amended as follows:

(a) Section 1.1 of the Collateral Agreement is hereby amended by adding the following definitions in proper alphabetical order:

“Excluded OPAY Assets” means (i) all cash and cash equivalents belonging to OPAY, (ii) all funds in OPAY accounts for which settlement is pending among OPAY, any payee of such funds and/or any third party and (iii) all receivables owing to OPAY for amounts disbursed to payees or other third parties, in each case included in the calculation of eligible securities or unencumbered assets owned by OPAY for purposes of determining OPAY’s compliance under applicable money transfer, transmitter or similar license or regulatory requirements; provided that any such assets are and shall remain free and clear of any Liens thereon other than non-consensual Liens.

“OPAY” means Official Payments Corporation, a Delaware corporation.

(b) Section 2.1 of the Collateral Agreement is hereby amended by amending and restating the proviso following clause (t) as:

provided that (i) any Security Interest on any Capital Stock or other ownership interests issued by any Foreign Subsidiary shall be limited to sixty-five percent (65%) of all issued and outstanding shares of all classes of voting Capital Stock of each First Tier Foreign Subsidiary, (ii) the Security Interests granted herein shall not extend to, and the term “Collateral” shall not include, (A) any “margin stock” (as each such term is defined or used, directly or indirectly, in Regulation U of the Board of Governors of the Federal Reserve System), (B) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person, (C) any rights under any lease, instrument, contract or agreement of any Grantor to the extent that the granting of a security interest therein would, under the express terms of such lease, instrument, contract or agreement, (I) be prohibited or restricted or (II) result in a breach of the terms of, constitute a default under or result in a termination of any such lease, instrument, contract or agreement governing such right, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective

under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party or (D) the Excluded OPAY Assets; provided further that the Collateral shall not include any assets of OPAY that OPAY is required to maintain as unencumbered to comply with applicable money transfer, transmitter or similar license or regulatory requirements. Notwithstanding any of the foregoing, such proviso shall not affect, limit, restrict or impair the grant by any Grantor of a Security Interest in any Account or any money or other amounts due and payable to any Grantor or to become due and payable to any Grantor under any such lease, instrument, contract or agreement unless such security interest in such Account, money or other amount due and payable is also specifically prohibited or restricted by the terms of such lease, instrument, contract or other agreement or such security interest in such Account, money or other amount due and payable would expressly constitute a default under or would expressly grant a party a termination right under any such lease, instrument, contract or agreement governing such right unless, in each case, (x) such prohibition is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party; provided further that notwithstanding anything to the contrary contained in the foregoing proviso, the Security Interests granted herein shall immediately and automatically attach to and the term "Collateral" shall immediately and automatically include the rights under any such lease, instrument, contract or agreement and in such Account, money, or other amounts due and payable to any Grantor at such time as such prohibition, restriction, event of default or termination right terminates or is waived or consent to such security interest has been obtained from any applicable third party.

### **SECTION III. RETROACTIVE EFFECT; RELEASE AND WAIVER OF LIENS**

The Administrative Agent and the Consenting Lenders hereby agree that the amendments set forth in Section II above are deemed effective at the time (the "**Collateral Agreement Amendment Effective Time**") immediately prior to the effectiveness of the Joinder Agreement dated November 20, 2013 among Borrower, ACI Worldwide Corp., Official Payments Holdings, Inc., Official Payments Corporation and the Administrative Agent.

The Administrative Agent, on behalf of each of the Secured Parties, hereby (i) releases and terminates all liens and security interests granted or otherwise existing in favor of the Administrative Agent or the Secured Parties in the Excluded OPAY Assets (as defined in Section II above) and (ii) waives all security interests, liens or any other rights and interests possessed at any time from and after the Collateral Agreement Amendment Effective Time by the Administrative Agent or the Secured Parties in the Excluded OPAY Assets.

### **SECTION IV. CONDITIONS TO EFFECTIVENESS**

This Amendment shall become effective only upon the satisfaction of all of the following conditions precedent (upon satisfaction of such conditions, such date being referred to herein as the "**Amendment Effective Date**"):

**A. Execution.** The Administrative Agent shall have received a counterpart signature page of this Amendment duly executed by each of the Lenders and each of the Credit Parties.

**B. Expenses.** The Administrative Agent shall have received all out-of-pocket expenses (to the extent invoiced) that are required to be reimbursed or paid by the Borrower hereunder or any other Loan Document (including reasonable fees and expenses of Cahill Gordon & Reindel LLP).

**C. Other Documents.** The Administrative Agent and the Lenders shall have received such other documents, information or agreements regarding Credit Parties as the Administrative Agent may reasonably request.

## SECTION V. REPRESENTATIONS AND WARRANTIES

In order to induce Lenders to enter into this Amendment, each Credit Party which is a party hereto represents and warrants to each Lender that the following statements are true and correct in all material respects:

**A. Authorization of Agreements.** Each of the Credit Parties has the right, power and authority, and has taken all necessary corporate and other action to authorize, the execution, delivery and performance of this Amendment and the performance of the Credit Agreement and each of the other Loan Documents to which it is a party in accordance with their respective terms. This Amendment, the Credit Agreement and each of the other Loan Documents has been duly executed and delivered by the duly authorized officers of the Credit Parties party hereto or thereto, and each such document constitutes the legal, valid and binding obligation of each Credit Party party hereto or thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

**B. Compliance of Agreements with Laws, etc.** The execution, delivery and performance by each Credit Party of this Amendment and the performance by each Credit Party of the Credit Agreement and of the other Loan Documents to which each such Credit Party is a party, in accordance with their respective terms and the transactions contemplated hereby or thereby, do not and will not, by the passage of time, the giving of notice or otherwise, (i) re-quire any material Governmental Approval relating to the Borrower or any of its Subsidiaries, (ii) violate any material provision of Applicable Law relating to the Borrower or any of its Subsidiaries, (iii) conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws or other organizational documents of the Borrower or any of its Subsidiaries, (iv) conflict with, result in a breach of or constitute a default under any indenture, agreement or other instrument to which such Person is a party or by which any of its properties may be bound or any Governmental Approval relating to such Person, which could reasonably be expected to have a Material Adverse Effect, (v) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Person other than Liens arising under the Loan Documents or (vi) require any consent or authorization of, filing with, or other act in respect of, an arbitrator or Governmental Authority and no consent of any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment or the performance of the Credit Agreement or other Loan Documents other than (A) consents, authorizations, filings or other acts or consents for which the failure to obtain or make could not reasonably be expected to have a Material Adverse Effect and (B) consents or filings, if any, under the UCC.

**C. Representations and Warranties from Credit Agreement.** The representations and warranties contained in Sections 7.1(a), (e)-(k) and (m)-(v) of the Credit Agreement are and will be true and correct in all material respects on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date.

**D. Absence of Default.** No event has occurred and is continuing that would constitute an Event of Default or a Default.

**E. No Material Adverse Effect.** Since December 31, 2013, there has been no material adverse change in the business, assets, liabilities (contingent or otherwise), operations or condition (financial or otherwise) of the Borrower and its Subsidiaries, taken as a whole, and no event has occurred or condition arisen that could reasonably be expected to have a Material Adverse Effect.

## **SECTION VI. ACKNOWLEDGMENT AND CONSENT**

Each Subsidiary Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement, the Subsidiary Guaranty Agreement and this Amendment and consents to this Amendment. Each Subsidiary Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound will continue to guarantee to the fullest extent possible in accordance with the Loan Documents the payment and performance of all "Guaranteed Obligations" (as defined in the Subsidiary Guaranty Agreement, as amended hereby) under each of the Loan Documents to which is a party (in each case as such terms are defined in the applicable Loan Document, as amended hereby).

Each Subsidiary Guarantor acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment.

Each Subsidiary Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement and the Collateral Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Subsidiary Guarantor to any future amendments to the Credit Agreement or Collateral Agreement.

## **SECTION VII. MISCELLANEOUS**

### **A. Agreement of Lenders.**

(i) Each Consenting Lender that is also a party to the Online Resources Incremental Agreement hereby acknowledges and agrees that, as of the Amendment Effective Date, any Loans made thereunder constitute "Initial Term Loans" (as defined in the Credit Agreement as amended hereby) and shall no longer be deemed to be "Incremental Term Loans" (as defined in the Credit Agreement, as amended hereby).

(ii) Each Consenting Lender acknowledges and agrees that any Incremental Term Loans used to finance, in whole or in part, the Red Deer Acquisition may be subject to customary "Sungard" limited conditionality provisions satisfactory to the Borrower and the lenders to such Incremental Term Loans.

### **B. Reference to and Effect on the Credit Agreement and the Other Loan Documents.**

(i) On and after the Amendment Effective Date, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(ii) On and after the Amendment Effective Date, each reference in the Collateral Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Collateral Agreement, and each reference in the other Loan Documents to the “Collateral Agreement,” “thereunder,” “thereof” or words of like import referring to the Collateral Agreement shall mean and be a reference to the Collateral Agreement as amended by this Amendment.

(iii) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(iv) Except for the waivers set forth in this Amendment, the execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Agent or Lender under, the Credit Agreement or any of the other Loan Documents.

**C. Headings.** Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

**D. Applicable Law.** ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR IN TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**E. Counterparts.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.

**F. Roles.** Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as lead arranger of this Amendment.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**BORROWER:**

**ACI WORLDWIDE, INC.**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: Executive Vice President, Chief Administrative Officer, General Counsel and Secretary

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: /s/ G. Mendel Lay, Jr.

Name: G. Mendel Lay, Jr.

Title: Senior Vice President

**SUBSIDIARY GUARANTORS:**

**ACI WORLDWIDE CORP.**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: Vice President and Secretary

**APPLIED COMMUNICATIONS INC. U.K. HOLDING LIMITED**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: Director

**OFFICIAL PAYMENTS CORPORATION**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: President

**P M SYSTEMS CORPORATION**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: Vice President and Secretary

**ORCC SOLUTIONS, LLC**

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: President

## LENDER ADDITION AND ACKNOWLEDGEMENT AGREEMENT

LENDER ADDITION AND ACKNOWLEDGEMENT AGREEMENT, dated as of August 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is entered into by and among the Incremental Term Lender party hereto (the “**Incremental Term 1 Lender**”), ACI WORLDWIDE, INC. (the “**Borrower**”), the other Credit Parties party hereto, WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Wells Fargo**”), as Administrative Agent (in such capacity, the “**Administrative Agent**”) with BANK OF AMERICA, N.A. as Lead Arranger (in such capacity, the “**Incremental Term 1 Lead Arranger**”).

### STATEMENT OF PURPOSE:

The Borrower, the banks and other financial institutions party thereto (the “**Lenders**”) and the Administrative Agent are parties to that certain Credit Agreement, dated as of November 10, 2011 (as amended by Consent and Waiver No. 1 to the Credit Agreement, dated as of May 9, 2012 (as amended by that certain First Amendment to Consent and Waiver No. 1 to the Credit Agreement, dated as of August 9, 2012) and by that certain Consent and Waiver No. 2 to Credit Agreement, dated as of August 29, 2012 and as amended and supplemented by the First Amendment and Consent and Waiver No. 3 to Credit Agreement dated as of September 11, 2012, that certain Second Amendment to Credit Agreement dated as of December 20, 2012, that certain Third Amendment to Credit Agreement and First Amendment to Subsidiary Guaranty Agreement dated as of March 4, 2013 and as supplemented by that certain Incremental Term Loan Agreement dated as of March 7, 2013, that certain Fourth Amendment to Credit Agreement dated as of August 20, 2013 and that certain Fifth Amendment to Credit Agreement and Second Amendment to Collateral Agreement dated as of August 12, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, each lender from time to time party thereto and the Administrative Agent (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement).

The Borrower has informed the Administrative Agent that it intends, through its subsidiaries ACI Worldwide Corp. and Applied Communications Inc. U.K. Holding Limited, to consummate the Red Deer Acquisition (as defined below) and acquire Red Deer (as defined below).

In order to finance a portion of the consideration for the Red Deer Acquisition, pursuant to Section 2.8 of the Credit Agreement, the Borrower has requested that the Incremental Term 1 Lenders make Incremental Term Loans in an aggregate principal amount of \$150 million.

Subject to the terms and conditions of the Credit Agreement, each Incremental Term 1 Lender shall become a Lender pursuant to one or more Lender Addition and Acknowledgement Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### Section 1 New Term 1 Commitments and New Term 1 Loans.

(a) Subject to the terms and conditions set forth herein, each Incremental Term 1 Lender party hereto as of the date hereof agrees to make Incremental Term 1 Loans on the Incremental Term 1 Loan Effective Date (as defined below) in a single drawing in an aggregate principal amount equal to the Incremental Term 1 Commitments (as defined below). The Borrower may, in its sole discretion prior to the Incremental Term 1 Loan Effective Date, reduce



the aggregate amount of the Incremental Term 1 Commitments, in full or in part. Effective on and at all times after the Incremental Term 1 Loan Effective Date, the Incremental Term 1 Loans will constitute an increase to the tranche of Initial Term Loans, will constitute Term Loans, and, together with all Initial Term Loans outstanding prior to the Incremental Term 1 Loan Effective Date, will be construed as a single fungible Class and tranche of Term Loans (for the avoidance of doubt, the Administrative Agent shall internally track the Initial Term Loans and Incremental Term 1 Loans as separate tranches).

(b) The Borrower agrees to pay to each Incremental Term 1 Lender party to this Agreement on the Incremental Term 1 Loan Effective Date, as fee compensation for the funding of such Lender's Incremental Term 1 Loan, a funding fee (the "**Incremental Term 1 Funding Fee**") in an amount equal to 0.25% of the stated principal amount of such Lender's Incremental Term 1 Loans funded on the Incremental Term 1 Loan Effective Date.

**Section 2 Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

"**Incremental Term 1 Lead Arranger**" shall mean Bank of America, N.A..

"**Incremental Term 1 Commitments**" shall mean, as to each Incremental Term 1 Lender, the obligation of such Incremental Term 1 Lender to make an Incremental Term 1 Loan in an amount as set forth on Schedule A hereto to the Borrower under this Agreement. The initial aggregate principal amount of the Incremental Term 1 Commitment is \$150,000,000.

"**Incremental Term 1 Loan Effective Date**" shall mean the date on which the conditions to effectiveness set forth in Section 4 of this Agreement have been fulfilled.

"**Incremental Term 1 Loans**" shall mean the term loans being made under this Agreement.

"**Red Deer**" means, collectively, Retail Decisions Europe Limited and Retail Decisions, Inc.

"**Red Deer Acquisition**" shall mean the transaction pursuant to the Red Deer Acquisition Agreement whereby ACI Worldwide Corp. and Applied Communications Inc. U.K. Holding Limited will acquire 100% of Red Deer and its Subsidiaries.

"**Red Deer Acquisition Agreement**" shall mean the Share Purchase Agreement, dated July 21, 2014 (including the disclosure schedules thereto) by and between Retail Decisions Limited, Cardcast Limited, Applied Communications Inc. U.K. Holding Limited and ACI Worldwide Corp.

"**Red Deer Transaction**" shall mean, collectively, the Red Deer Acquisition, the borrowing of the Incremental Term 1 Loans and the transactions related thereto.

**Section 3 Terms and Conditions.** Pursuant to Section 2.8 of the Credit Agreement, the Incremental Term 1 Loans shall have identical terms as the Initial Term Loans and shall otherwise be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Credit Parties or any provisions regarding the rights of the Term Loan Lenders, of the Credit Agreement and the other Loan Documents, including, without limitation:

(a) **Interest Rate Options.** The Applicable Margin on the Incremental Term 1 Loans shall be the same as applicable to the existing Initial Term Loans (i.e., the Base Rate and LIBOR Rate with respect to the Incremental Term 1 Loans shall be the Base Rate and LIBOR Rate, respectively, for the existing Initial Term Loans, and the Incremental Term 1 Loans shall bear interest at the (i) the Base Rate plus the Applicable Margin with respect to the existing Initial Term Loans or (ii) the LIBOR Rate plus the Applicable Margin with respect to the existing Initial Term Loans). The initial Interest Period shall end on the same day as the current Interest Period for the existing Initial Term Loans, and the Incremental Term Loans shall be LIBOR Rate Loans, in each case as may be otherwise determined by the Borrower.

(b) **Mandatory Prepayments.** The Incremental Term 1 Loans shall be subject to mandatory prepayments on the same basis as Initial Term Loans as set forth in Section 4.5(b) of the Credit Agreement (such mandatory prepayments to be shared pro rata on the basis of the original aggregate funded amount thereof among each Initial Term Loan and the Incremental Term 1 Loans).

(c) **Optional Prepayments.** The Incremental Term 1 Loans may be optionally prepaid on the same basis as the existing Initial Term Loans as set forth in Section 4.5(a) of the Credit Agreement (such optional prepayments to be shared pro rata on the basis of the original aggregate funded amount thereof among each Initial Term Loan and the Incremental Term 1 Loans).

(d) **Repayment of Incremental Term 1 Loans.** Except to the extent due or paid sooner pursuant to the provisions of the Credit Agreement, the Borrower will repay the aggregate outstanding principal of the Incremental Term 1 Loans in consecutive quarterly installments on the last Business Day of each of March, June, September and December commencing September 30, 2014 as set forth below, except as the amounts of individual installments may be adjusted pursuant to Section 4.5 of the Credit Agreement:

<u>Fiscal Quarter</u>	<u>Principal Installment (\$)</u>
September 30, 2014	\$ 5,067,567.57
December 31, 2014	\$ 5,067,567.57
March 31, 2015	\$ 5,067,567.57
June 30, 2015	\$ 5,067,567.57
September 30, 2015	\$ 6,081,081.08
December 31, 2015	\$ 6,081,081.08
March 31, 2016	\$ 6,081,081.08
June 30, 2016	\$ 6,081,081.08
September 30, 2016	\$ 6,081,081.08
December 31, 2016	\$ 6,081,081.08
March 31, 2017	\$ 6,081,081.08
June 30, 2017	\$ 6,081,081.08
September 30, 2017	\$ 6,081,081.08
December 31, 2017	\$ 6,081,081.08
March 31, 2018	\$ 6,081,081.08
June 30, 2018	\$ 6,081,081.08
Term Loan Maturity Date	Remainder

If not sooner paid, each of the Initial Term Loans and Incremental Term 1 Loans shall be paid in full, together with accrued interest thereon, on the Term Loan Maturity Date

(e) **Credit Agreement Governs.** From and after the date that the Incremental Term 1 Commitments are terminated and permanently reduced to \$0 (including as a result of borrowing the full amount of the Incremental Term 1 Commitments), each reference to a “Term Loan” or “Term Loans” in the Credit Agreement, as in effect on the Incremental Term 1 Loan Effective Date, shall be deemed to include the Incremental Term 1 Loans, each reference to a “Term Loan Lender” in the Credit Agreement, as in effect on the Incremental Term 1 Loan Effective Date, shall be deemed to include the Incremental Term 1 Lenders and related terms will have correlative meanings *mutatis mutandis* (in each case, unless the context otherwise requires).

**Section 4 Conditions to Effectiveness.** This Agreement and the obligations of the Incremental Term 1 Lenders to make Incremental Term 1 Loans shall become effective on the Incremental Term 1 Loan Effective Date, being the date when:

(a) This Agreement shall have been executed and delivered by the Borrower, the other Credit Parties, the Incremental Term 1 Lenders party hereto and the Administrative Agent.

(b) The Incremental Term 1 Lead Arranger and the Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Incremental Term 1 Lead Arranger and the Administrative Agent:

(i) **Officer’s Certificate of the Borrower.** A certificate from a Responsible Officer of the Borrower to the effect that (A) as of the Incremental Term 1 Loan Effective Date, the Borrower will be in pro forma compliance with the financial covenants set forth in Article X of the Credit Agreement (it being understood that the full principal amount of the Incremental Term 1 Loan Commitment shall be deemed to be outstanding Indebtedness on the Incremental Term 1 Loan Closing Date for purposes of such pro forma calculations), together with supporting data reasonably satisfactory to the Administrative Agent to evidence such compliance; (B) neither the Borrower nor any of its Subsidiaries is in violation of any of the covenants contained in this Agreement or the other Loan Documents to which the Borrower or such Subsidiary is a party; (C) after giving effect to the closing of this Agreement, no Default or Event of Default has occurred and is continuing; and (D) each of the Credit Parties, as applicable, has satisfied each of the conditions set forth in this Section 4;

(ii) Certificate of Secretary of each Credit Party. A certificate of a Responsible Officer of each Credit Party certifying as to the incumbency and genuineness of the signature of each officer of such Credit Party executing Loan Documents to which it is a party and certifying that attached thereto is a true, correct and complete copy of (A) the articles or certificate of incorporation or formation of such Credit Party and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation or formation, (B) the bylaws or other governing document of such Credit Party as in effect on the Incremental Term 1 Loan Effective Date, (C) resolutions duly adopted by the board of directors or other governing body of such Credit Party authorizing and approving the borrowing of the Incremental Term 1 Loans and the other transactions contemplated hereby and the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party, and (D) each certificate required to be delivered pursuant to Section 4(b)(iii) below

(iii) Certificates of Good Standing. Certificates as of a recent date of the good standing of each Credit Party under the laws of its jurisdiction of organization and, to the extent requested by the Administrative Agent, each other jurisdiction where such Credit Party is qualified to do business and, to the extent available and requested by the Administrative Agent, a certificate of the relevant taxing authorities of such jurisdictions certifying that such Credit Party has filed required tax returns and owes no delinquent taxes.

(iv) Opinions of Counsel. Favorable opinions of counsel to the Credit Parties addressed to the Administrative Agent and the Incremental Term 1 Lenders with respect to the Credit Parties, the transactions contemplated hereby and such other matters as the Lenders shall request (which such opinions shall expressly permit reliance by permitted successors and assigns of the addressees thereof).

(c) The Incremental Term 1 Lead Arranger and the Administrative Agent shall have received a solvency certificate from the Borrower reasonably satisfactory to the Incremental Term 1 Lead Arranger and the Administrative Agent.

(d) The Administrative Agent shall have received pro forma consolidated financial statements for the Borrower and its Subsidiaries, and projections prepared by management of the Borrower, of balance sheets, income statements and cash flow statements through the term of the Credit Facility, which shall not be materially inconsistent with any financial information or projections previously delivered to the Administrative Agent.

(e) Those representations and warranties made by the Borrower and the Guarantors in Sections 7.1(a), 7.1(c), 7.1(d), 7.1(e)(ii), 7.1(m) (provided that, for purposes hereof, the reference to the "Closing Date" shall be to the "Incremental Term 1 Loan Effective Date" and the reference to "this Agreement" shall be to this Agreement) and 7.1(r)(ii) and 7.1(t) (collectively, the "**Specified Representations**") and such of the representations and warranties made by Retail Decisions Limited and Cardcast Limited with respect to Red Deer in the Red Deer Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that ACI Worldwide Corp. or Applied Communications Inc. U.K. Holding Limited and their respective affiliates have the right to, pursuant to the Red Deer Acquisition Agreement, terminate its obligations under the Red Deer Acquisition Agreement or decline to consummate the Red Deer Acquisition as a result of a breach of such representation in the Red Deer Acquisition Agreement (collectively, the "**Specified Acquisition Agreement Representations**") shall be true in all material respects; *provided* that any Specified Acquisition Agreement Representations shall be

required to be true and correct in all material respects only to the extent that the Borrower or its applicable affiliate has the right to, pursuant to the Red Deer Acquisition Agreement, terminate its obligations under the Red Deer Acquisition Agreement or decline to consummate the Red Deer Acquisition as a result of a breach of such Specified Acquisition Agreement Representation.

(f) Except as disclosed in the Disclosure Schedules (as defined in the Red Deer Acquisition Agreement), since December 31, 2013, there shall not have been any material adverse change referenced in Section 2.3(c) of the Red Deer Acquisition Agreement or any development or combination of developments that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse change referenced in Section 2.3(c) of the Red Deer Acquisition Agreement.

(g) The Red Deer Acquisition shall have been consummated or shall be consummated substantially concurrently with the initial funding of the Incremental Term 1 Loans in accordance with the Red Deer Acquisition Agreement without any waiver or amendment thereof or any consent thereunder in any manner materially adverse to the Lenders or the Incremental Term 1 Lead Arranger, unless consented to by the Incremental Term 1 Lead Arranger (such consent not to be unreasonably withheld or delayed); provided that (x) any reduction in the purchase price in respect of the Red Deer Acquisition will be deemed not to be materially adverse to the Lenders and the Incremental Term 1 Arranger so long as there is a concurrent reduction in the aggregate principal amount of the Incremental Term 1 Commitments in an amount equal to such reduction, (y) any increase in the purchase price in respect of the Red Deer Acquisition will be deemed not to be materially adverse to the Lenders and the Incremental Term 1 Lead Arranger so long as it is funded by net cash proceeds of any additional qualified equity contributed to the Borrower or by additional cash on hand of the Borrower and its subsidiaries (it being understood and agreed that no purchase price or similar adjustment provisions set forth in the Red Deer Acquisition Agreement shall constitute a reduction or increase in the purchase price in respect of the Red Deer Acquisition) and (z) any change to Section 2.3(c) of the Red Deer Acquisition Agreement shall be deemed materially adverse to the Lenders and Incremental Term 1 Lead Arranger and shall require the consent of the Incremental Term 1 Lead Arranger.

(h) Immediately following the Red Deer Transaction, neither the Borrower nor any of its Subsidiaries shall have any indebtedness for borrowed money or preferred equity other than (i) the indebtedness outstanding under the Credit Agreement as of the Incremental Term 1 Loan Effective Date and the Incremental Term 1 Loans (ii) debt owed to, and preferred stock held by, the Borrower or any of its Subsidiaries, (iii) capital leases, purchase money debt and equipment financings, in each case, in the ordinary course of business, (iv) other indebtedness of the Borrower and its subsidiaries set forth on the Borrower's balance sheet in its March 31, 2014 Form 10-Q and (v) indebtedness permitted under the Credit Agreement. The Administrative Agent shall have received reasonably satisfactory evidence of repayment of all indebtedness to be repaid on the Incremental Term 1 Loan Effective Date and the discharge (or the making of arrangements for discharge) of all liens other than liens permitted to remain outstanding under the Credit Documentation.

(i) The Incremental Term 1 Lead Arranger shall have received (i) the U.S. GAAP audited combined balance sheet of Retail Decisions, Inc. as of December 31, 2013 and the audited combined statement of income and combined statement of cash flows for Retail Decisions, Inc. for the years ended December 31, 2013 (the "**Acquired Business Audited Financial Statements**"), (ii) U.S. GAAP unaudited combined balance sheets and the related unaudited combined statements of income and statements of cash flows of the Retail Decisions, Inc. as of the end of and for each fiscal quarter of 2014 ended at least 45 days prior to the

Incremental Term 1 Loan Effective Date and for the period elapsed from the beginning of 2014 to the end of such fiscal quarter and for the comparable periods of 2013 (the “**Acquired Business Unaudited Financial Statements**”), (iii) U.S. GAAP unaudited condensed consolidated statements of financial condition and the related unaudited condensed consolidated statements of income and statements of cash flows of the Borrower as of the end of and for each fiscal quarter of 2014 ended at least 45 days prior to the Incremental Term 1 Loan Effective Date and for the period elapsed from the beginning of 2014 to the end of such fiscal quarter and for the comparable periods of 2013 (the “**Borrower Unaudited Financial Statements**”), (iv) U.S. GAAP audited condensed consolidated statements of financial condition and the related audited condensed consolidated statements of income and statements of cash flows of the Borrower as of the end of fiscal 2013 (the “**Borrower Audited Financial Statements**”) and (v) a pro forma consolidated balance sheet and related pro forma statements of income for the Borrower (the “**Pro Forma Financial Statements**,” together with the Acquired Business Audited Financial Statements, the Acquired Business Unaudited Financial Statements, the Borrower Audited Financial Statements and the Borrower Unaudited Financial Statements, the “**Required Financial Information**”) as of December 31, 2013 and the date of the latest balance sheet included within the Borrower Unaudited Financial Statements, for the year ended December 31, 2013, for the period elapsed from January 1, 2014 to the end of the latest period covered by the Borrower Unaudited Financial Statements and for the twelve-month period ending with the latest period covered by the Borrower Unaudited Financial Statements, in each case, prepared in good faith after giving effect to the Red Deer Transaction as if the Red Deer Transaction had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of income) (it being agreed that such Pro Forma Financial Statements need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting).

(j) The Borrower and each of the Guarantors shall have provided at least three business days prior to the Incremental Term 1 Loan Effective Date the documentation and other information to the Administrative Agent and the Incremental Term 1 Lead Arranger that are required by regulatory authorities under applicable “know-your-customer” rules and regulations, including the Patriot Act, to the extent the Borrower shall have received written requests therefor at least ten business days prior to the Incremental Term 1 Loan Effective Date.

(k) All fees due to the Administrative Agent and the Incremental Term 1 Lead Arranger on the Incremental Term 1 Loan Effective Date shall have been paid, and all expenses to be paid or reimbursed to the Administrative Agent and the Incremental Term 1 Lead Arranger on the Incremental Term 1 Loan Effective Date (including, without limitation, fees and reasonable out-of-pocket expenses of Cahill Gordon & Reindel LLP, counsel to the Incremental Term 1 Lead Arrangers and McGuireWoods LLP to the Administrative Agent) that have been invoiced a reasonable period of time prior to the Incremental Term 1 Loan Effective Date shall have been paid, in each case, from the proceeds of the Incremental Term 1 Loans.

For purposes of determining compliance with the conditions specified in this Section 4, the Incremental Term 1 Lenders shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Incremental Term 1 Lenders unless the Administrative Agent shall have received notice from the Incremental Term 1 Lenders prior to the Incremental Term 1 Loan Effective Date specifying its objection thereto.

Notwithstanding the foregoing, to the extent the perfection of the security interest in any Collateral is not or cannot be provided on or before the Incremental Term 1 Loan Effective Date (other

than the perfection of security interests (i) in assets with respect to which a lien may be perfected by the filing of a UCC financing statement, (ii) in federally registered intellectual property with respect to which a lien may be perfected by the filing of an intellectual property security agreement with the United States Patent and Trademark Office or the United States Copyright Office, or (iii) in capital stock, other certificated equity securities and instruments with respect to which a lien may be perfected by the delivery of a stock or other certificate or such instrument, together with a stock power, assignment separate from certificate or along duly executed in blank) after use by the applicable Credit Party of commercially reasonable efforts to do so then the delivery of documents and instruments or taking such other action as may be required for the perfection of such security interests shall not constitute a condition precedent to the availability of the Incremental Term 1 Loans on the Incremental Term 1 Loan Effective Date, in which case Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required to perfect such security interests, within ninety (90) days after the Incremental Term 1 Loan Effective Date. Notwithstanding the foregoing, it is understood that the property of Red Deer will not be subject to a security interest and lien in favor of the Administrative Agent on the Incremental Term 1 Loan Effective Date, but such security interest will be granted in accordance with the time period set forth in Section 9.10 of the Credit Agreement.

#### **Section 5 Post-Effectiveness Covenant**

With respect to assets acquired as a result of the consummation of the Red Deer Acquisition, the Borrower shall comply with the provisions of Section 9.10 and 9.12 of the Credit Agreement.

#### **Section 6 Reaffirmation**

Each Credit Party hereby expressly acknowledges the terms of this Agreement and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Agreement and the transactions contemplated hereby and (ii) its guarantee of the Obligations (including, without limitation, in respect of the Incremental Term 1 Loans) under the Subsidiary Guaranty Agreement, as applicable, and its grant of Liens on the Collateral to secure the Obligations (including, without limitation, in respect of the Term 1 Loans) pursuant to the Security Documents.

#### **Section 7 Miscellaneous**

(a) Headings. Section and Subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

(b) Governing Law and Waiver of Right to Trial by Jury. ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR IN TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The jurisdiction and waiver of right to trial by jury provisions in Sections 14.5 and 14.6 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

(c) Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(d) Agreements of New Lenders. Each Incremental Term 1 Lender that immediately prior to the effectiveness of this Agreement is not a Lender under the Credit Agreement hereby (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (B) it meets the requirements of an Eligible Assignee under the Credit Agreement, (C) from and after the Incremental Term 1 Loan Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its Incremental Term 1 Loan Commitment and its share of the outstanding Incremental Term 1 Loans, shall have the obligations of a Lender thereunder, (D) it is sophisticated with respect to decisions relating to the transactions contemplated by this Agreement and the other Loan Documents and either it, or the Person exercising discretion in making its decision to enter into this Agreement, is experienced in such transactions, (E) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8.1 thereof and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Agreement and to engage in the transactions contemplated hereby, (F) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and to engage in the transactions contemplated hereby, and (G) if it is a Foreign Lender, it has delivered to the appropriate parties any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such Foreign Lender; and (ii) agrees that (A) it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender

(e) Effect of Agreement; References to the Credit Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. All references to the Credit Agreement in any document, instrument, agreement, or writing shall from and after the Incremental Term 1 Loan Effective Date be deemed to refer to the Credit Agreement as amended hereby, and, as used in the Credit Agreement, the terms "Agreement," "herein," "hereafter," "hereunder," "hereto" and words of similar import shall mean, from and after the Incremental Term 1 Loan Effective Date, the Credit Agreement as amended hereby.

(f) Bank of America, N.A. will act as lead arranger for the Incremental Term 1 Loans.

[Signature Pages Follow]



**IN WITNESS WHEREOF**, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first written above.

**ACI WORLDWIDE, INC.**, as the Borrower

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

**ACI WORLDWIDE CORP.**, as a Subsidiary Guarantor

By: /s/ Dennis Byrnes  
Name: Dennis Byrnes  
Title: Vice President and Secretary

**APPLIED COMMUNICATIONS INC. U.K. HOLDING LIMITED**, as a Subsidiary Guarantor

By: /s/ Dennis Byrnes  
Name: Dennis Byrnes  
Title: Director

**OFFICIAL PAYMENTS CORPORATION**, as a Subsidiary Guarantor

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

**ORCC SOLUTIONS, LLC**, as a Subsidiary Guarantor

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

**P M SYSTEMS CORPORATION**, as a Subsidiary  
Guarantor

By: /s/ Dennis Byrnes

Name: Dennis Byrnes

Title: Vice President and Secretary

[Incremental Term 1 Joinder Agreement]

**WELLS FARGO BANK, NATIONAL ASSOCIATION** as  
Administrative Agent, L/C Issuer and Swing Line Lender

By: /s/ G. Mendel Lay, Jr.

Name: G. Mendel Lay, Jr.

Title: Senior Vice President

[Incremental Term 1 Joinder Agreement]

**BANK OF AMERICA, N.A.**, as Incremental Term 1 Lender

By: /s/ Thomas M. Paulk

Name: Thomas M. Paulk

Title: Senior Vice President

**Capital Bank N.A.**, as Incremental Term 1 Lender

By: /s/ Dilian Schulz

Name: Dilian Schulz

Title: Senior Vice President

**Comerica Bank**, as Incremental Term 1 Lender

By: /s/ Gerald R. Finney, Jr.

Name: Gerald R. Finney, Jr.

Title: Vice President

**Compass Bank**, as Incremental Term 1 Lender

By: /s/ W. Brad Davis

Name: W. Brad Davis

Title: Senior Vice President

**Fifth Third Bank**, as Incremental Term 1 Lender

By: /s/ Robert Urban

Name: Robert Urban

Title: Managing Director

**HSBC Bank USA, N.A.**, as Incremental Term 1 Lender

By: /s/ Peter Martin

Name: Peter Martin

Title: Vice President

**Manufacturers Bank**, as Incremental Term 1 Lender

By: /s/ Dirk Price

Name: Dirk Price

Title: Vice President

**PNC Bank**, as Incremental Term 1 Lender

By: /s/ Oluchi Chuka

Name: Oluchi Chuka

Title: Vice President, Assoc. Relationship Mgr

**Citizens Bank National Association** (formerly known as RBS  
Citizens, National Association), as Incremental Term 1 Lender

By: /s/ Srbui Seferian

Name: Srbui Seferian

Title: Director

**Regions Bank**, as Incremental Term 1 Lender

By: /s/ David Sozio

Name: David Sozio

Title: Senior Vice President

**Stifel Bank & Trust**, as Incremental Term 1 Lender

By: /s/ John H. Phillips

Name: John H. Phillips

Title: Executive Vice President

**TD Bank, N.A.**, as Incremental Term 1 Lender

By: /s/ Todd Antico

Name: Todd Antico

Title: Senior Vice President

**Wells Fargo Bank, N.A.**, as Incremental Term 1 Lender

By: /s/ G. Mendel Lay, Jr.

Name: G. Mendel Lay, Jr.

Title: Senior Vice President

<u>Incremental Term 1 Lender<sup>1</sup></u>	<u>Incremental Term 1 Commitment</u>
Wells Fargo Bank	\$ 7,500,000
RBS Citizens	\$ 7,500,000
Fifth Third Bank	\$ 7,500,000
Bank of America	\$ 22,000,000
HSBC	\$ 50,000,000
Regions Bank	\$ 15,500,000
Compass Bank	\$ 5,000,000
PNC Bank	\$ 5,000,000
TD Bank	\$ 15,000,000
Comerica	\$ 5,000,000
Stifel Bank & Trust	\$ 2,500,000
Capital Bank	\$ 5,000,000
Manufacturers Bank	\$ 2,500,000
<b>Total:</b>	<b>\$150,000,000.00</b>

<sup>1</sup> Names used on this Schedule A may be the legal name, marketing name or commonly used name of each entity.



## **ACI Worldwide Completes Acquisition of Retail Decisions (ReD)**

*With ReD, ACI better equips multiple segments globally as they address disruption in the ecommerce market*

**NAPLES, FLA — August 12, 2014** — ACI Worldwide (NASDAQ: ACIW), a leading global provider of electronic payment and banking solutions, announced today that it has completed the acquisition of Retail Decisions (ReD), a leader in fraud prevention solutions. Under the terms of the agreement, ACI Worldwide acquired ReD for an all-cash purchase price of \$205 million.

Brookwood, England-based ReD is a leading ecommerce and fraud prevention company serving the payments industry. Its suite of solutions helps customers drive up revenues while reducing fraud losses and increasing the efficiency of their fraud management teams. ReD serves more than 1,500 retailers, issuers, acquirers, processors and switch networks globally.

“We are excited to welcome ReD into the One ACI organization. The addition of ReD’s talented team and product portfolio enhances our Universal Payments strategy and further strengthens our leadership position in the fast-growing payments risk management space,” said Philip Heasley, President and CEO, ACI Worldwide. “The combination of ACI and ReD results in a powerful merchant retail solution that will drive our market leadership—providing an unrivaled customer experience—consistent and unified anytime, anywhere and through any access point or device.”

### **Commitment to customers**

ACI also announced that consistent with its long-standing lifecycle management policy, the company is committed to maintaining multi-year roadmaps and contractual commitments to ReD’s customers. ReD’s customers will benefit from ACI’s size and scale to support current and future initiatives. ACI invests a high percent of revenues in R&D, significantly ahead of industry averages. The company also provides a world-class hosting environment, as well as global 24x7x365 support.

### **Updated 2014 guidance**

As previously disclosed, we expect ReD will generate approximately \$18 million in revenue and \$4 million in adjusted EBITDA for the remainder of 2014. Consequently, we now expect to generate non-GAAP revenue in a range of \$1.078 to \$1.098 billion for the full year 2014. Adjusted EBITDA expectations are now a range of \$294 to \$304 million. We expect non-GAAP revenue of \$254 to \$264 million in the third quarter.



## **About ACI Worldwide**

ACI Worldwide, the Universal Payments company, powers electronic payments and banking for more than 5,000 financial institutions, retailers, billers and processors around the world. ACI software processes \$13 trillion each day in payments and securities transactions for more than 250 of the leading global retailers, and 21 of the world's 25 largest banks. Through our comprehensive suite of software products and hosted services, we deliver a broad range of solutions for payment processing; card and merchant management; online banking; mobile, branch and voice banking; fraud detection; trade finance; and electronic bill presentment and payment. To learn more about ACI, please visit [www.aciworldwide.com](http://www.aciworldwide.com). You can also find us on Twitter @ACI\_Worldwide.

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## **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) the benefits to ReD's customers; (ii) ReD's expected revenue and adjusted EBITDA contributions for the remainder of 2014; (iii) the Company's expected non-GAAP revenue and adjusted EBITDA for the full year 2014; and (iv) the Company's expected non-GAAP revenue in the third quarter.

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 performance of our strategic product, UP BASE24-eps, demand for our products, restrictions and other financial covenants in our credit facility, consolidations and failures in the financial services industry, customer reluctance to switch to a new vendor, the accuracy of management's backlog estimates, the maturity of certain products, our strategy to migrate customers to our next generation products, ratable or deferred recognition of certain revenue associated with customer migrations and the maturity of certain of our products, 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, our existing levels of debt, impairment of our goodwill or intangible assets, litigation, future acquisitions, strategic partnerships and investments, risks related to the expected benefits to be achieved in recent acquisitions and ReD, 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, the protection of our intellectual property in intellectual property litigation, 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, Registration Statement on Form S-4, and subsequent reports on Forms 10-Q and 8-K.